



Margaret Donnellan Todd
County Librarian

County of Los Angeles Public Library ■ www.colapublib.org
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June 16, 2015

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

53-E June 16, 2015


PATRICK OGAWA
ACTING EXECUTIVE OFFICER

**APPROVE AGREEMENTS WITH THE CITY OF LA MIRADA
FOR THE RENOVATION OF THE LA MIRADA LIBRARY AND
APPROVE THE RELATED APPROPRIATION ADJUSTMENT
(SUPERVISORIAL DISTRICT 4) (4 VOTES)**

SUBJECT

Approval of the recommended actions will find that the La Mirada Library Renovation Project is categorically exempt from the California Environmental Quality Act, will approve an appropriation adjustment to fund these activities, and will authorize and delegate authority to the County Librarian to execute agreements with the City of La Mirada (City) to lease the library to the City, transfer funds to the City for the purpose of hiring architects and construction service for the La Mirada Library Renovation Project. These agreements will be effective upon execution by the County and the City, and will terminate upon the City's completion of all its obligations under the terms of the agreements.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the renovation of the La Mirada Library is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Sections 15301(a), (b) and (d) and Class 1, Subsection (d) of the County of Los Angeles Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, as the project involves alterations of the existing building involving no or negligible expansion of an existing use.
2. Approve an appropriation adjustment transferring \$4,000,000 of Enhanced Unincorporated Area Services Funds from the East San Gabriel Valley Library Capital Project No. 77486 to the Public Library's FY 2015-16 Operating Budget for the proposed La Mirada Library Renovation Project.

3. Find that pursuant to Government Code Section 26227 the transfer of funds in the amount not to exceed \$4,000,000 from the County to the City for the purpose of funding improvements to the La Mirada Library is necessary to meet the social needs of the County.
4. Authorize and delegate authority to the County Librarian or designee, to execute an architectural and construction services agreement with the City, substantially similar to the attached, as approved as to form by County Counsel. Such agreement will set forth the terms by which the County Librarian will transfer the funds, not to exceed \$4,000,000, to the City for the La Mirada Library Renovation Project.
5. Authorize and delegate authority to the County Librarian or designee, to execute a lease agreement, substantially similar to the attached, with the City for the La Mirada Library Renovation Project, approved as to form by County Counsel.
6. Authorize and delegate authority to the County Librarian, or designee, to approve and execute amendments, amend project schedules, amend scope of work and/or change notices subject to the terms of the architectural and construction services and lease agreements and to exchange project funds with the City that may be necessary to complete the project, so long as such amendments, changes or exchanges do not exceed the project budget.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The La Mirada Library is located at 13800 La Mirada Boulevard. The Public Library and the City will work jointly to improve and enhance the forty-five year old facility. The La Mirada Library Renovation Project will be financed by the Enhanced Unincorporated Area Services Funds and managed by the City.

The City will assist the Public Library in carrying out the La Mirada Library Renovation Project, which includes programming, planning and design, construction of improvements, and the acquisition and installation of furnishings, fixtures and equipment. The City will retain an architect, award and oversee construction contracts and provide overall management of the project. While the City is primarily responsible for designing and delivering the renovation project, all documents and decisions are subject to the mutual approval of the Public Library and the City.

--- Planning and Design

Approval of the fourth recommended action will allow the County to enter into an architectural and construction services agreement with the City, not to exceed \$4,000,000. The City will engage the services of an architect to provide professional programming, design, architectural, engineering, and construction administration services for the La Mirada Library Renovation Project. The City will request proposals from architectural firms with public library expertise and the selection process will be conducted using a team of Public Library and City representatives.

The planning and design work for the La Mirada Library Renovation Project will provide a comprehensive approach to the renovation. The architect's scope of work will include a building code and upgrade requirement analysis, review of existing systems, preparation of the library building program, preparation of schematic design options and identification of probable costs, refinement of schematic design, preparation of design development and construction documents, engineering and interior design services. The renovation work will be based on the design and plans that are

approved by the City and the Public Library. The architectural and construction services agreement will terminate upon the City's completion of all its obligations under the terms of the agreement.

--- Renovation Work

Approval of the fifth recommended action will allow the County to enter into a lease agreement with the City to enable the City to proceed with carrying out the renovation project.

Under the terms of the lease agreement, the County will temporarily lease, on a gratis basis, the La Mirada Library to the City to perform the renovation. All work will be completed in accordance with applicable laws and the terms of the lease agreement. Upon acceptance of the renovation project by the County, control of the building will revert to the County and ownership of the improvements to the La Mirada Library, including furnishings, fixtures and equipment, will automatically vest to the County. The lease agreement will terminate upon the City's completion of all its obligations under the terms of the agreement.

The renovated library is expected to include: adult, teen, and children's reading areas, a family early childhood area, self check-out machines, customer service desk, staff work area and offices, group study rooms, public access computers, Wi-Fi, library collection, displays, restrooms, and a community meeting room with an enhanced audio-visual system and related Americans with Disabilities Act (ADA) upgrades.

Exterior renovations include building entry modifications for ADA, a civic art component, and cleaning of the exterior.

--- Green Building/Sustainable Design Program

The proposed refurbishment project will support the Board's Policy for Green Building/Sustainable Design Program to the extent feasible.

Implementation of Strategic Plan Goals

Approval of the recommended actions is consistent with the County's Strategic Plan Goals of Operational Effectiveness/Fiscal Sustainability (Goal 1) and Integrated Services Delivery (Goal 3) by investing in public infrastructure that will improve access to Public Library services.

FISCAL IMPACT/FINANCING

The total Project budget is \$4,000,000, which includes programming, planning and design, construction, Arts Commission Fee, furniture, fixtures and equipment. The Public Library and the City shall each bear the cost of their own administrative staff time devoted to this project.

Approval of the appropriation adjustment will transfer \$4,000,000 of Enhanced Unincorporated Area Services Funds from the East San Gabriel Valley Library, Capital Project No. 77486 to the Public Library's FY 2015-16 Operating Budget to fully fund the Project. Execution of the architectural and construction services agreement will authorize payment to the City not to exceed \$4,000,000.

The Public Library will continue to pay its share of the utilities and grounds maintenance costs of the La Mirada Library from its operating budget during the renovation period. It is projected that any increases in operating costs as a result of the renovation will be minimal.

Pursuant to the agreement, the City would also be required to refund the County any unused portion of the funding provided by the County.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Section 25371 of the Government Code authorizes the County and Section 37350 of the Government Code authorizes the City to enter into the lease agreement. Section 26227 of the Government Code authorizes the County to fund the above described improvements to the La Mirada Library because such improvements are necessary to meet the social needs of the County.

The library facility is owned and operated by the County. Under the proposed Lease Agreement, the County would lease the library to the City in order for the City to manage the design and construction of the project. The proposed agreement also indicates the County may store the contents of the Library, including furniture, fixtures and collections, in storage containers to be delivered and placed in the La Mirada Library parking lot. Following completion of the project, the Library would be returned to the County.

On February 24, 2015, the La Mirada City Council authorized the City Manager to enter into the Lease and Architectural and Construction Services agreements with the County.

Consistent with your Board's Civic Art policy adopted on December 7, 2004, and subsequently amended on December 15, 2009, one percent of the cost of design and construction costs will be allocated to the Civic Art Special Fund to fund an exterior art piece. Civic art for the project will be mutually approved by the County and the City.

The attached architectural and construction services and lease agreements have been approved as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

The renovation of the La Mirada Library is categorically exempt from CEQA pursuant to State CEQA Guidelines Sections 15301(a) and (e) and 15303 (e) and Class 1, Subsection (d) of the County of Los Angeles Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, because the project involves interior alterations of the existing building involving no or negligible expansion of an existing use, including new lighting, new carpet, new paint, and compliance with current ADA requirements.

CONTRACTING PROCESS

The City will solicit and award the contracts for the La Mirada Library Renovation Project in accordance with competitive bidding laws applicable to local governments in the State of California.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The La Mirada Library will be closed during the construction period. The Public Library will develop a plan, in cooperation with the City, to provide temporary library services during the renovation, in one of the City's facilities. Full services will also be available at other nearby County Libraries.

CONCLUSION

It is recommended that the Executive Office, Board of Supervisors, return three certified copies of the Minute Order to the Public Library.

If there are any questions or there is a need for additional information, please contact Yolanda De Ramus, Chief Deputy, at (562) 940-8412.

Respectfully submitted,

A handwritten signature in cursive script, reading "Margaret Donnellan Todd". The signature is written in dark ink on a light background.

MARGARET DONNELLAN TODD

County Librarian

MDT:YDR:MA:FH:

EM:bf

Enclosures

c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors
Auditor-Controller
Arts Commission



AGREEMENT BETWEEN
THE COUNTY OF LOS ANGELES
AND
THE CITY OF LA MIRADA
FOR
ARCHITECTURAL AND CONSTRUCTION SERVICES
FOR THE LA MIRADA LIBRARY RENOVATION PROJECT

**AGREEMENT BETWEEN
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EXHIBIT B: Architect's Project Budget

EXHIBIT C: Public Library Low Voltage Specifications

EXHIBIT D: General Contractor's Scope of Work

EXHIBIT E: Construction Budget

EXHIBIT F: Project Schedule

EXHIBIT G: Personal Property Items List (to be completed at Substantial Completion)

EXHIBIT H: Construction Manager Scope of Work

**AGREEMENT BETWEEN THE
COUNTY OF LOS ANGELES AND THE CITY OF LA MIRADA
FOR ARCHITECTURAL AND CONSTRUCTION SERVICES FOR
THE LA MIRADA LIBRARY RENOVATION PROJECT**

THIS AGREEMENT (hereinafter "Agreement") is made and entered into this _____ day of _____, 20____

BY AND BETWEEN

The **COUNTY OF LOS ANGELES**, a body corporate and politic and a political subdivision of the State of California, (hereinafter "COUNTY")

AND

The **CITY OF LA MIRADA**, a municipal corporation, (hereinafter "CITY").

RECITALS

WHEREAS, COUNTY is the owner of certain real property known as the La Mirada Library, located at 13800 La Mirada Boulevard, La Mirada, CA 90638 and the COUNTY is desirous of renovating this library to benefit the residents of La Mirada; and

WHEREAS, CITY is willing to assist COUNTY in carrying out the La Mirada Library Renovation Project (Project), as defined and more fully described hereinafter, which includes but is not limited to: retaining an architect; awarding and overseeing a construction contract; construction management services; acquisition of furniture and equipment for the project; and managing the Project; and

WHEREAS, the design and planning of the Project will include a comprehensive approach to the renovation; and

WHEREAS, Section 25371 of the Government Code authorizes COUNTY to enter into this Agreement, and Section 37350 of the Government Code authorizes CITY to enter into this Agreement; and

WHEREAS, the Project is categorically exempt from the California Environment Quality Act (CEQA) pursuant to State CEQA Guidelines Sections 15301(a) and (d) and Class 1, Subsection (d) of the County of Los Angeles Environmental Document Reporting Procedures and Guidelines; and

WHEREAS, consistent with the Civic Art Policy adopted by the COUNTY's Board of Supervisors (hereinafter "Board") on December 7, 2004, and subsequently amended on December 15, 2009, the CITY agrees that 1% of the design and construction costs

for the Project will be transferred to the Civic Art Fund by the COUNTY from the project budget; and,

WHEREAS, on _____, 2015, the Board authorized and delegated authority to the County Librarian to execute an Architectural and Construction Agreement with the CITY for the Project; and

WHEREAS, on _____, 2015, the Board also authorized and delegated authority to the County Librarian to execute Lease Agreement Number PL-LAM-02 whereby the COUNTY will lease the La Mirada Library to the CITY and the CITY will cause said Project to be performed and, upon completion and acceptance by the COUNTY, the CITY will return the La Mirada Library to the COUNTY;

WHEREAS, Government Code Section 26227 authorizes the County to expend funds and finance the improvement of the La Mirada Library, which will be owned by the County at the termination of the City's leasehold interest, and to purchase furnishings for such real property; and

WHEREAS, subject to the terms and conditions of this Agreement, the COUNTY will transfer funds to CITY for architectural design, library consulting, engineering, construction, and the purchase and installation of furniture, fixtures, and equipment, funded by available funds in the Fourth Supervisorial District Project and Facilities Development Budget and approved by the COUNTY Board of Supervisors for the Project. The cost of COUNTY and CITY administrative staff time devoted to the Project shall not be charged to the Project. The maximum COUNTY obligation for the Project costs incurred for the Project is four million dollars (\$4,000,000) ("County Maximum Obligation").

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto and each of them do agree as follows:

1.0 DEFINITIONS

The terms defined in this section shall, for the purposes of this Agreement, have the meaning herein specified:

- 1.1 Architect. "Architect" means the individual or business entity possessing all licenses, experience and professional qualifications to provide architectural services in the State of California, retained by the CITY to provide architectural, design and construction administration services for the Project.
- 1.2 BOARD. "Board" means the Board of Supervisors of COUNTY.
- 1.3 CITY. "CITY" means the City of La Mirada, a municipal corporation.

- 1.4 City Council. "City Council" means the City Council of the CITY.
- 1.5 City's Designated Representative. CITY has designated the City Manager as its sole representative with respect to the matters set forth in this Agreement who, until further notice to the COUNTY, shall have the full authority and responsibility to act on behalf of CITY as required in this Agreement and whose address, for purposes of any notices to be given regarding matters pertaining to this lease, is as set forth in Section 35.
- 1.6 Construction Contract. "Construction Contract" means the agreement executed between the CITY and the General Contractor to perform the Construction Work and procurement services related to the Project.
- 1.7 Construction Manager. "Construction Manager" or "CM" means the sole proprietor, company, partnership, corporation retained by the CITY to provide construction and project management services for the Project.
- 1.8 Construction Work. "Construction Work" of "Project" means the construction of improvements, and the procurement and installation of furnishings, fixtures and equipment generally known as the renovation of the Library, to make the same habitable for the Public Library use, all as set forth in plans and specifications, and other bid documents to be prepared by the CITY for approval of the COUNTY.
- 1.9 County Designated Representative. COUNTY has designated the County Librarian as its sole representative with respect to the matters set forth in this Agreement who, until further notice to the CITY, shall have the full authority and responsibility to act on behalf of COUNTY as required in this Agreement and whose address, for purposes of any notices to be given regarding matters pertaining to this lease, is as set forth in Section 35.
- 1.10 COUNTY. "COUNTY" means the County of Los Angeles, a body corporate and politic, a political subdivision of the State of California.
- 1.11 General Contractor. "General Contractor" means the sole proprietor, partnership, or corporation awarded by the CITY to perform the Construction Work related to the Project.
- 1.12 Good Condition. "Good Condition" means, subject to normal wear and tear, the good physical condition of the Library and each portion of the facility (including, without limitation, signs, windows, and appurtenances). "In Good Condition" means neat and broom clean, and is equivalent to similar phrases referring to physical adequacy in appearance and for use.
- 1.13 La Mirada Library. "La Mirada Library" or "Library" means that certain facility owned by COUNTY located at 13800 La Mirada Boulevard, La

Mirada, CA, 90638, consisting of approximately 15,704 sq. ft. and the adjoining area.

- 1.14 Leased Premises. "Leased Premises" means the La Mirada Library for the purpose of completing the Project.
- 1.15 Library Consultant. "Library Consultant" means the individual or business entity retained by the Architect to provide programming, design development, library consulting, community meetings, review of furniture and equipment and coordination services for the Project.
- 1.16 Project. "Project" means the La Mirada Library Renovation Project, as referenced in the Recitals and throughout this Agreement.
- 1.17 Public Library. "Public Library" means the County of Los Angeles Public Library, a County Department, 7400 East Imperial Highway, Downey, CA 90242.
- 1.18 Scope of Work. "Scope of Work" means those architectural, library consulting, engineering services, construction administration, project, programming and procurement services necessary to fully and completely complete the Project, all as more fully described in Exhibit A attached hereto and incorporated by reference herein.
- 1.19 Substantial Completion. "Substantial Completion" means completion of the Construction Work to the extent that the Construction Work is reasonably usable by the COUNTY for the purposes contemplated in this Agreement, and the date written notice thereof has been served on the COUNTY by the CITY. Substantial Completion does not require completion of punch list items of the Construction Work which do not interfere with the use of the Leased Premises for its intended purposes.

2.0 TERM OF AGREEMENT

- 2.1 The term of this Agreement shall commence on the date that this Agreement has been executed by both CITY and COUNTY. This Agreement shall terminate only upon CITY's completion of all its obligations hereunder as approved by COUNTY, or as sooner terminated as provided herein.
- 2.2 The Los Angeles County Librarian ("County Librarian") shall file a copy of this Agreement with the Executive Office of the Board within fifteen (15) days after execution.

3.0 COUNTY MAXIMUM OBLIGATION AND PAYMENT

The total COUNTY Maximum Obligation under the terms of this Agreement shall be the total monetary amount payable by the COUNTY to the CITY for provision of services specified under this Agreement and shall not exceed Four Million Dollars (\$4,000,000), less the deduction for civic art provided for in Section 5.0 ("County Maximum Obligation").

COUNTY shall grant to the CITY funds to support the architectural design, library consulting, engineering, construction, and the purchase and installation of furniture, fixtures, and equipment, incurred by CITY under this Agreement. Prior to payment by the CITY to its Contractors, the CITY will submit to the COUNTY copies of invoices of costs incurred for the Project. The CITY and the COUNTY will incur their own costs for administrative services related to the Project.

3.1 CITY agrees to refund COUNTY any unused portion of the funding provided by COUNTY under this Agreement upon completion of the Project or termination of this Agreement.

3.2 CITY will notify COUNTY when 75% of the total Project Budget has been expended or contractually obligated.

4.0 PROJECT BUDGET AND PROJECT SCHEDULE

4.1 Individual line items of the Project Budgets set forth in Exhibits B and E may be modified by written mutual consent of the COUNTY and the CITY, and do not require an amendment to this Agreement, provided that such changes do not exceed the COUNTY Maximum Obligation established for this Agreement. The total COUNTY Maximum Obligation shall only be increased through the procedures set forth in Section 13.0, Change Notices and Amendments.

4.2 The Project Schedule set forth in Exhibit F will be established through mutual agreement by the COUNTY and the CITY. This Project Schedule may be updated, without an amendment to this Agreement, with written approval by both parties, except as noted otherwise in Section 13.0, Change Notices and Amendments.

4.2.1 Said time for completion may also be extended for such periods that the CITY or any contractor(s) employed by the CITY is delayed by:

4.2.1.1 Acts or omissions of the COUNTY or any employee or agent of the COUNTY, including changes ordered in the Project work; or any Act of God which the CITY

could not have reasonably foreseen and provided for;
or

4.2.1.2 Force Majeure, meaning any strikes, boycotts, or like obstructive acts by employees or labor organizations, which are beyond the control of the CITY or its Contractors, and which the CITY or its Contractors cannot overcome with reasonable effort, and could not reasonably have foreseen and provided for; or

4.2.1.3 Any war or declaration of a state of national emergency;
or

4.2.1.4 The imposition of governmental action or authority of restrictions upon the procurement of labor or materials necessary for the completion of the facility; or

4.2.1.5 Any other cause wholly beyond the control of the CITY or its contractors.

4.2.2 The COUNTY and the CITY shall monitor the progress of the Project as compared to the Project Schedule and Project Budget. If the COUNTY or the CITY determine at any time that the Project may not be completed within the Project Budget, or the progress of the Project is 10% or more (of the total time for completion) behind the Project Schedule, the parties shall meet as soon as possible following receipt of notice to determine how the Project may be completed within the Project Budget or how the deviation or potential deviation from the Project Schedule and/or the Project Budget will be cured. If, in the COUNTY's sole discretion, it appears possible to cure the deviation within the Project Budget and/or Project Schedule, the parties shall exercise their best efforts to mutually agree to a corrective action plan to complete the Project within the Project Budget and/or Project Schedule.

4.2.3 In the event the corrective action plan fails to restore the Project to compliance with the current Project Budget and/or Project Schedule, or the COUNTY determines that the Project Budget is insufficient to complete the Project as described herein, the parties shall exercise their best efforts to meet and confer as to (1) changes to the Project scope which would allow a modified Project to be completed within the Project Budget and/or Project Schedule, and (2) additional resources available to add to the Project Budget to complete the Project, including but not limited to use of as-yet-unallocated funds. The final decision as to how the funds remaining in the Project Budget shall be used shall be

determined in the COUNTY's sole discretion after consideration of (1) restoring the function of the existing library structure to the greatest extent possible and (2) implementing the purpose of the Project to the greatest extent possible.

5.0 CIVIC ART

The CITY agrees that 1% of the design and construction costs for the Project will be transferred by the COUNTY to the COUNTY's Civic Art Fund to provide exterior civic art(s) for the Project. These funds constitute a reduction in the project budget and the County's Maximum Obligation. Civic art for the project will be mutually selected and approved by the COUNTY and the CITY in accordance with the COUNTY's Civic Art Policy.

6.0 ARCHITECTURE, PROGRAMMING AND DESIGN

- 6.1 The CITY will develop in consultation with the COUNTY a Request for Proposal (RFP) for the selection of the architect. The COUNTY shall have equal representation on the selection panel for the architect.
- 6.2 CITY will retain an Architect who will provide professional programming, interior design, including furniture, fixtures and equipment coordination including preparation of bid specifications, architectural and engineering services, including the development of plans, design development, construction specifications and construction documents and provide construction administration services for the Project in accordance with the Architectural and Engineering Scope of Work (Exhibit A).
 - 6.2.1 Solicitation for an Architect will follow a fair, competitive selection process in accordance with the laws of the State of California and rules and regulations of CITY.
- 6.3 All drawings, plans, and specifications shall be prepared in accordance with the requirements of state law for public works projects of cities, and the ordinances, rules and regulations of CITY. All low voltage systems, including voice/data cabling and terminations; patch panels, racks, main communication room cable trays and equipment; and other low voltage systems, shall comply with the Public Library's Low Voltage Specifications set forth in Exhibit C attached hereto and incorporated by reference herein.
- 6.4 CITY shall cause the Architect to retain a Library Consultant, as approved by the COUNTY to perform the programming, design development review, library consulting, community meetings, and review of furniture and equipment, and coordination services for the Project.

- 6.5 CITY shall submit all drawings, plans, construction specifications to COUNTY and COUNTY shall approve all drawings, plans and specifications, including but not limited to, drawings, plans and specifications for furnishings, equipment and fixtures, prior to the use of such plans and specifications. COUNTY's review and approval shall be performed so as to not delay the Project schedule.
- 6.6 The Architect will provide construction administration services, which shall include a minimum of weekly on-site meetings and a cap on reimbursables to be defined in the Architect's agreement.
- 6.7 CITY shall allow the COUNTY to participate in meetings with the Architect and Library Consultant. The schedule for the meetings shall be mutually developed by CITY and COUNTY.

7.0 SUBMITTAL OF DOCUMENTS

- 7.1 Specifications for each phase of the Project (not including construction-ready drawings) shall be typed, single sided, camera ready, on first quality white bond paper or approved computer printout, page size 8-1/2" x 11". Four (4) copies shall be furnished to COUNTY. Paste ups are not acceptable. A Word and PDF copy of the specifications shall also be provided to the COUNTY.
- 7.2 CITY shall, for each phase of the Project, furnish COUNTY one (1) set of reproducible and four (4) prints of completed drawings and a PDF version at each required or intermediate submittal. Upon completion of final construction documents phase, without any additional cost, the CITY shall furnish to the COUNTY a complete set of final construction drawings in PDF and AutoCAD (current version) formats on a DVD disk and a complete set of specifications in CD-ROM PDF and Word (current version) formats for the Project on a CD-ROM disk.

8.0 OWNERSHIP OF DOCUMENTS

- 8.1 COUNTY and CITY agree that all materials, including but not limited to drawings, plans, specifications, calculations, reports, deliverables, diagrams, sketches, surveys, photographs, models (physical and computer), renderings, samples, mock-ups, presentation boards, maps, drafts, working papers, construction documents, edited and/or unedited versions of deliverables, and any other materials or documents developed under this Agreement, including those in electronic form, and any and all intellectual property rights to these materials, including, but not limited to, any copyrights, are and shall remain the sole property of COUNTY (collectively, "COUNTY Materials"). CITY shall have a no-cost,

irrevocable license to use the COUNTY Materials in any way necessary to construct and complete the Project.

- 8.2 CITY will require the Architect to assign and transfer to COUNTY all the Architect's right, title and interest in and to all such COUNTY Materials, including all intellectual property rights therein. COUNTY shall be deemed the owner of the COUNTY Materials and shall retain all common law, statutory, and other reserved rights, including copyrights, whether or not the Project is completed. Subject to the provisions of Section 8.1, COUNTY shall own the worldwide right, title, and interest in and to all expressions produced to a tangible medium, including the overall design embodied in the Project, which are the subject matter of the copyright created (whether created solely by the Architect or jointly with CITY, COUNTY, or others), developed, prepared, obtained, or furnished by Architect.

8.3 CHANGES IN DRAWINGS AND SPECIFICATIONS.

No change shall be made in the drawings and specifications, or in the work performed thereunder, except when approved in writing by the CITY in accordance with the drawings and specifications, and the CITY's rules and regulations. In addition, no change in the drawings and specifications or change order shall be effective unless approved in writing by the COUNTY. Notwithstanding the preceding, in no event shall the COUNTY be required to pay the CITY an amount in excess of the County Maximum Obligation, except as otherwise provided herein.

9.0 CONSTRUCTION MANAGER

- 9.1 The CITY will develop in consultation with the COUNTY a Request for Proposal (RFP) for the selection of a construction management firm for approval by the COUNTY. The COUNTY shall have equal representation on the selection panel for the Construction Manager.
- 9.2 Based on its evaluation of proposals received, and input received from the COUNTY, CITY will retain a construction management firm to provide professional project and construction management for the Project in accordance with the Construction Manager Scope of Work (Exhibit H).
- 9.3 Solicitation for a Construction Manager will follow a fair, competitive selection process in accordance with the laws of the State of California and rules and regulations of the CITY.
- 9.4 CITY shall allow the COUNTY to participate in meetings with the Construction Manager. The schedule for the meetings shall be mutually developed by CITY and COUNTY.

10.0 CONSTRUCTION

10.1 The CITY will prepare the bid documents for the selection of the general contractor and submit the documents to the COUNTY for review and approval prior to issuance, consistent with Exhibit D, General Contractor's Scope of Work.

10.1.1 The CITY shall be responsible to procure and cause all of the Construction Work for the Project to be performed in complete accordance with applicable law, including the California Public Contract Code, with open competitive bidding after public advertising, or by competitive negotiation, or other required or permissible legal method of procurement, as applicable to the particular scope of work.

10.1.2 The Construction Contract, as approved by the COUNTY, shall emphasize that time is of the essence, and shall contain necessary clauses to guarantee performance of the Construction Contract for the Construction Work within the time therein set forth. The time for Substantial Completion contained in the Construction Contract shall be agreed upon by the CITY and the COUNTY.

10.1.3 The COUNTY has the right to approve all aspects of the Project including furniture, equipment and fixtures.

10.1.4 The Construction Contract, including drawings and specifications, as approved by the COUNTY, shall constitute the construction documents for the Project.

10.1.5 The CITY will provide the COUNTY four (4) copies of the contract documents including but not limited to completed construction documents, project manual and furnishing, fixtures and equipment specifications for the Project. The CITY agrees that the COUNTY will be provided with copies of change orders and submittals and that such documents will not be executed or approved without advance approval by the COUNTY.

10.2 PROJECT CONSTRUCTION WORK AND LEASED PREMISES RESPONSIBILITY

Until the Construction Work is finally accepted, the CITY shall be responsible for maintaining the Project Construction Work worksite and the Leased Premises with improvements thereon.

For those areas under construction, and subject to such construction, the CITY shall at its own expense manage, maintain,

operate and preserve the Leased Premises, and all improvements thereon in good order, condition and repair, reasonable wear and tear being excepted, except as hereinafter set forth.

10.3 UTILITIES AND GROUNDS MAINTENANCE

The COUNTY shall be responsible to pay the utilities and grounds maintenance costs of the Leased Premises during the term of this Agreement.

10.4 ON-SITE REPRESENTATIVES

10.4.1 The CITY will manage and supervise the construction. The CITY will retain a qualified Construction Manager to oversee the Project. The selection of the Construction Manager will be mutually approved by the CITY and the COUNTY.

10.4.2 At least ten (10) days prior to the commencement of the Work, the CITY will provide the COUNTY with the name and contact information of the person who shall be the CITY's "on-the-job" representative.

10.4.3 The COUNTY may assign, at its own expense, representatives of the COUNTY, who shall have a right of access to the construction to monitor and ascertain that the Construction Work is being performed in accordance with the drawings and specifications.

10.5 STORAGE

The CITY agrees that the COUNTY may store the contents of the La Mirada Library, including furniture, fixtures and collections, in storage containers to be delivered and placed in the La Mirada Library parking lot.

10.6 OTHER COUNTY SERVICES

The parties acknowledge that the CITY contracts with the COUNTY for COUNTY engineer and building department services, and that nothing herein contained shall prohibit the CITY from utilizing the services of the Building and Safety Division of the COUNTY's Department of Public Works, pursuant to other contracts between the CITY and the COUNTY, for all of the usual services that the COUNTY would otherwise provide to the CITY during the course of said Construction Work pursuant to the terms of those contracts, including, without limitation, payment of compensation to the COUNTY for such services.

10.7 CONSTRUCTION MEETINGS

The CITY shall allow designated representatives of the COUNTY to participate in all construction meetings. The schedule for construction meetings shall be mutually developed by the CITY and the COUNTY.

10.8 WARRANTIES

10.8.1 The CITY shall include in its Project contracts a clause requiring the General Contractor and its subcontractors to warrant that their work shall be free of defects in construction, for a period of one (1) year after acceptance, and that such warranty shall be assignable from the CITY to the COUNTY. Upon the COUNTY's acceptance of the Project, the CITY will assign its right, title and interest in such warranty to the COUNTY which shall have the right to enforce the same.

10.8.2 The CITY shall require its contractors to obtain from their suppliers all warranties usually available with the type and quantity being supplied. To the extent reasonably obtainable, each such warranty shall be in a form assignable to the COUNTY upon acceptance of the Project. The CITY shall assign, or cause to be assigned, to the COUNTY all such warranties obtained during the Project.

10.9 STATUS OF FACILITY IMPROVEMENTS

The CITY and the COUNTY agree that any work constructed or installed by the CITY hereunder shall be considered real property except for the items included in Exhibit G, attached hereto and made a part hereof as though set forth in full. Exhibit G shall include those items agreed upon by the parties and shall be developed upon Substantial Completion.

10.10 PREVAILING WAGE

The CITY shall include a provision in all Project contracts requiring its Contractors and all subcontractors to comply with all applicable California Labor Code provisions, and shall require payment of all workers on the Project prevailing wage rates, to the extent required by the California Labor Code, including without limitation, California Labor Code section 1771.

11.0 INVOICES

11.1 All demands for payment by the Architect, consultants, Construction Manager, and General Contractor under this Agreement shall be submitted by the CITY to COUNTY with supporting documentation, in duplicate on a monthly basis, to the following address:

County of Los Angeles Public Library
Assistant Director, Capital Projects & Facilities
7400 East Imperial Highway, Room 201
Downey, California 90242

- 11.2 The invoices shall indicate the amount due and the amounts previously paid. COUNTY must provide written approval of the invoice prior to any payment by CITY to the Architect or others under this Agreement for change orders. COUNTY approval is not required prior to the payment of other project related invoices. COUNTY will have ten (10) business days from receipt to review and approve each change order invoice. Approval of payment will not be unreasonably withheld.
- 11.3 CITY shall require its vendors to submit progress payments and invoices . To the extent possible, required progress payments shall be based on milestones, schedule of values, and percent complete and will be submitted with an updated project schedule.

12.0 FINANCIAL RECORDS

- 12.1 CITY agrees to maintain, and make available for COUNTY inspection and audit, accurate records of all of its costs, disbursements and receipts with respect to the costs it has incurred under this Agreement. CITY also agrees to retain such financial accounts, documents and records for five (5) years following termination of this Agreement.
- 12.2 At any time during this Agreement or within five (5) years of the expiration or prior termination of this Agreement, the COUNTY may conduct an audit of CITY records for the purpose of verifying appropriateness and validity of costs incurred under the terms of this Agreement. If said audits reveal expenditures that cannot be verified or that were paid in violation of the terms of this Agreement, CITY shall reimburse COUNTY for any amounts paid by COUNTY to CITY for such disallowed expenditures. If COUNTY has not yet reimbursed CITY for its costs incurred under this Agreement, COUNTY may, in its discretion, reduce its payment obligation by an amount equal to the disallowed expenditures.
- 12.3 CITY, within thirty (30) days of notification from COUNTY of its audit findings, may dispute the audit findings in writing to COUNTY and provide COUNTY with records and/or documentation to support its cost claims. COUNTY shall review this documentation and make a final determination, in its sole and absolute discretion, as to the validity of the expenditures.

13.0 CHANGE NOTICES AND AMENDMENTS

- 13.1 No representative of either COUNTY or CITY, including those named in this Agreement, is authorized to make any changes in any of the terms, obligations or conditions of this Agreement, except through the procedures set forth in Sections 4.1, 4.2 and this Section 13.0.
- 13.2 The parties hereunder reserve the right to request changes to any portion of the work required under this Agreement and to any other provisions of this Agreement. All such changes shall be accomplished only as provided in Sections 4.1, 4.2 and this Section 13.0.
- 13.3 Except as otherwise provided in this Agreement, for any change requested by either party which affects the Architect's Scope of Work attached hereto as Exhibit A, the Construction Manager's Scope of Work attached hereto as Exhibit H, the term, payments, or any term or condition included in this Agreement, a written amendment to this Agreement shall be prepared and executed by the COUNTY and by the CITY Designated Representatives.
 - 13.3.1 Notwithstanding any other provision of this Section 13.0, the County Librarian, in her sole discretion, may make changes to the Scope of Work, provided that such changes do not cause the Project cost to exceed the COUNTY Maximum Obligation.
 - 13.3.2 Notwithstanding any other provision of this Section 13.0, the County Librarian, in her sole discretion, may update without formal amendment the Project Schedule (as defined below), provided that such changes shall not result in an increase of time to the Project Schedule exceeding eighteen (18) months and do not cause the total Project costs to exceed the COUNTY Maximum Obligation.
- 13.4 Such amendments shall be authorized subject to the following conditions:
 - 13.4.1 That amendments shall be in compliance with all applicable Federal, State, and County laws, rules, regulations, ordinances, guidelines, and directives;
 - 13.4.2 That the Board has appropriated sufficient funds for purposes of such amendments;
 - 13.4.3 That the County Librarian ensures that such amendments are approved as to form by County Counsel; and

13.4.4 That the County Librarian files a copy of all amendments with the Executive Office of the Board within fifteen (15) days after execution of each Amendment.

13.4.5 The CITY ensures that such amendments are approved by the City Attorney.

14.0 APPROVAL OF CONTRACTS

Following completion of the RFP process for the architect, construction manager and the general contractor and prior to award, the CITY shall forward all contracts for the performance of work on this Project to the COUNTY for review.

15.0 TIME SCHEDULE

15.1 The agreements between the CITY and its contractors shall emphasize the importance of completing the Project on time and shall contain necessary clauses to guarantee performance of the work for the Project within the parameters of the Project schedule which will be approved by COUNTY after the solicitation and award of the Architect Agreement and will be attached to this Agreement as Exhibit F, Project Schedule.

15.2 If the completion of the Project documents, or any work required to be performed in order to complete the Project, is delayed for any cause beyond CITY's control, including but not limited to, any act, or delay of COUNTY or by changes or additions to the Scope of Work, or by injunction or by government control or regulations, or by damage or delay which may arise through or by fire, insurrection, or war, or by the abandonment of work through strikes, boycotts, or walkouts, CITY's sole remedy is to request that the time of completion be extended to the extent of the actual time lost by reasons of any or all such causes. Notwithstanding the foregoing, costs incurred by the CITY for delay damages as a result of delays, neglect, or default by the COUNTY, shall be reimbursed by the COUNTY up to the maximum obligation amount. COUNTY is not required to reimburse the CITY for any delay damages as a result of delays, neglect, or default by the CITY.

16.0 INDEMNIFICATION

FOR ACTIVITIES BETWEEN THE CITY OF LA MIRADA AND THE COUNTY OF LOS ANGELES IN ACCORDANCE WITH THIS AGREEMENT

The intent of the CITY and COUNTY for the following indemnity obligations be triggered only by acts, errors, or omissions of their respective employees and that neither the CITY nor the COUNTY have an indemnity obligation to the other for claims or damages resulting from the acts, errors

or omissions of those retained via subordinate written agreements to perform any of the services under this agreement.

16.1 The CITY shall indemnify, defend and hold harmless COUNTY, its elected officials, trustees, officers, agents, volunteers, and employees from and against any and all liability, loss, expense (including reasonable attorney's fees), and/or claims for injury or damages arising out of its employee's performance of this Agreement caused by or result from the negligent or intentional acts or omissions of CITY, its trustees, officers, or employees.

16.2 The COUNTY shall indemnify, defend and hold harmless CITY, its elected officials, trustees, officers, agents, volunteers, and employees from and against any and all liability, loss, expense (including reasonable attorney's fees), and/or claims for injury or damages arising out of the performance of this Agreement caused by or result from the negligent or intentional acts or omissions of COUNTY, its trustees, officers, agents or employees, its contractors and/or consultants.

FOR ACTIVITIES OF THE DESIGN PROFESSIONALS AS DEFINED BY CALIFORNIA CIVIL CODE 2782.8 IN ACCORDANCE WITH THIS AGREEMENT

16.3 It is the intent of both COUNTY and CITY that the Design Professional (Contractor) shall indemnify, defend and hold the COUNTY, its Special Districts, CITY's and each of their respective elected and appointed officers, employees, volunteers, and agents ("Indemnitees"), harmless from and against all liability, including, but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with the negligent acts or omissions, recklessness, or willful misconduct of the Design Professional and/or its subcontractors, employees officers and agents. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees. Design Professional's indemnification obligation applies to Indemnitees' "active" as well as "passive" negligence but does not apply to Indemnitees' "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.8.

FOR ACTIVITES OF THE CONTRACTOR IN ACCORDANCE WITH THIS AGREEMENT

16.4 CITY will include provisions in contracts with all those performing work under the agreement with COUNTY stating, To the fullest extent permitted by law, any Contractor not included in 16.3 shall indemnify, defend, and hold harmless the COUNTY, its Special Districts and CITY, and each of their respective elected and appointed officials, the Board of Supervisors, officers, employees, agents, and volunteers (the Indemnified Parties) from

and against any and all liability, loss, injury, or damage, including, but not limited to, demands, claims, lawsuits, actions, proceedings, judgments, settlements, awards, fees, costs, and expenses (including any fees of accountants, attorneys, experts, or other professionals, and costs of investigation, mediation, arbitration, litigation, and appeal), which arise out of, pertain to, or relate to the Work, CONTRACT or Project performed by the Contractor or its Subcontractors of any tier, or anyone directly or indirectly engaged by the Contractor relating to or in connection with the Work, CONTRACT or Project. The Contractor's duty to defend, indemnify, and hold harmless the Indemnified Parties includes, but is not limited to, bodily injury, death, property damage, and other damage (including, but not limited to, economic loss, and liability arising from contract, tort, patent, copyright, trade secret, or trademark infringement). Contractor's indemnification obligation applies to Indemnitees' "active" as well as "passive" negligence but does not apply to Indemnitees' "sole negligence" or "willful misconduct"

16.5 The indemnification provisions of this section shall survive the expiration or termination of this Agreement.

17.0 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting CITY's Architect's and/or General Contractor's indemnification of the Indemnitees , and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, CITY and/or Architect and General Contractor shall provide and maintain at their own expense insurance coverage satisfying the requirements specified in this Section 17.0 of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon CITY and/or Architect and General Contractor pursuant to this Agreement. The COUNTY in no way warrants that the Required Insurance is sufficient to protect the CITY and/or Architect or General Contractor for liabilities which may arise from or relate to this Agreement. With respect to the CITY, this Section 17.0 is subject to the provisions of Section 18.0, Insurance Requirements – City of La Mirada's Self Insurance.

17.1 Evidence of Coverage and Notice to COUNTY

- Certificate(s) of insurance coverage (Certificates) satisfactory to COUNTY, and a copy of an Additional Insured endorsement confirming COUNTY and its Agents (defined below) have been given Insured status under the Architect's and General Contractor's General Liability policy, shall be delivered to COUNTY at the address shown below and provided prior to commencing services under this Agreement.

- Renewal Certificates shall be provided to COUNTY not less than 10 days prior to policy expiration dates. The COUNTY reserves the right to obtain complete, certified copies of any required insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The insured party named on the Certificate shall match the name of the CITY identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any COUNTY required endorsement forms.
- Neither the COUNTY's failure to obtain, nor the COUNTY's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Architect or General Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles Public Library
Contracts Services Unit
7400 E. Imperial Highway, Room 221
Downey, CA 90242
Attention: Elsa Muñoz, Contracts Manager

And

City of La Mirada
13700 La Mirada Boulevard
La Mirada, CA 90638
Attention: City Clerk

CITY also shall promptly report to COUNTY any injury or property damage accident or incident, including any injury to a CITY employee occurring on COUNTY property, and any loss, disappearance, destruction, misuse, or theft of COUNTY property, monies or securities entrusted to CITY. CITY also shall promptly notify COUNTY of any third party claim or suit filed against CITY or any of its contractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against CITY and/or COUNTY.

17.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively "COUNTY and its Agents"), and the City of La Mirada, its elected officials, officers, employees, volunteers and agents (collectively "CITY" in this Section 17.2) shall be provided additional insured status under Architect's Commercial General Liability policy with respect to liability arising out of Architect's and/or General Contractor's ongoing and completed operations performed in connection with the Project. COUNTY and its Agents and CITY's additional insured status shall apply with respect to liability and defense of suits arising out of the COUNTY's, CITY's and/or Architect's acts or omissions, whether such liability is attributable to the CITY, and/or Architect, and/or General Contractor, and/or to the COUNTY. The full policy limits and scope of protection also shall apply to the COUNTY and its Agents and CITY as additional insureds, even if they exceed the COUNTY's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

17.3 Cancellation of or Changes in Insurance

Architect's and General Contractor's agreement shall require the Architect to provide CITY and COUNTY with, or General Contractor's and Architect's insurance policies shall contain a provision that CITY and COUNTY shall receive written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to CITY and COUNTY at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Architect's agreement, in the sole discretion of the COUNTY, upon which the CITY may suspend or terminate the Architect's and/or General Contractor's agreement.

17.4 Failure to Maintain Insurance

Architect's or General Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance, or CITY's failure to maintain self-insurance, shall constitute a material breach of this Agreement, upon which COUNTY immediately may withhold payments due to CITY, and/or suspend or terminate this Agreement. COUNTY, at its sole discretion, may seek damages from CITY resulting from said breach.

17.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the COUNTY with A.M. Best ratings of not less than A:VII unless otherwise approved by COUNTY.

17.6 CITY's, Architects and/or General Contractor's Insurance Shall Be Primary

CITY's self-insurance, Architect's and/or General Contractor's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to CITY, Architect and/or General Contractor. Any COUNTY maintained insurance or self-insurance coverage shall be in excess of and not contribute to CITY's, and Architect's and/or General Contractor's coverage.

17.7 Waivers of Subrogation

To the fullest extent permitted by law, the CITY, Architect and/or General Contractor hereby waive their rights and their insurer(s)' rights of recovery against COUNTY under all the Required Insurance for any loss arising from or relating to this Agreement. The CITY shall require Architect's and General Contractor's insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

17.8 Sub-Contractor Insurance Coverage Requirements

Architect's and General Contractor's insurance shall include all of sub-contractors as insureds, or Architect and General Contractor shall provide COUNTY with each sub-contractor's separate evidence of insurance coverage. CITY shall require Architect and General Contractor to verify each sub-contractor complies with the Required Insurance provisions herein, and shall require that each sub-contractor name the COUNTY and CITY as additional insureds on the sub-contractor's commercial general liability policy. CITY shall require the Architect and General Contractor to obtain COUNTY's prior review and approval of any sub-contractor request for modification of the Required Insurance.

17.9 Deductibles and Self-Insured Retentions (SIRs)

CITY's, Architect's and/or General Contractor's policies shall not obligate the COUNTY to pay any portion of any CITY deductible or SIR. The COUNTY retains the right to require the Architect and/or General Contractor to reduce or eliminate policy deductibles as respects the COUNTY, or to provide a bond guaranteeing Architect's or General Contractor's payment of all deductibles, including all related claims investigation, administration and defense expenses. Such bond shall be

executed by a corporate surety licensed to transact business in the State of California.

17.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims-made basis, any policy effective date shall precede the effective date of this Agreement. Architect's and Contractors' agreements shall require Architect and Contractor to maintain such coverage for a period of not less than three (3) years following the expiration or termination of this agreement.

17.11 Application of Excess Liability Coverage

CITY, Architect, and/or General Contractor may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

17.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

17.13 COUNTY Review and Approval of Insurance Requirements

The COUNTY reserves the right to review and adjust the Required Insurance provisions, conditioned upon COUNTY'S determination of changes in risk exposures.

17.14 Compensation for COUNTY Costs

In the event that the CITY, and/or Architect, and/or General Contractor fails to comply with any of the insurance requirements of this Agreement, and such failure to comply results in any costs to the COUNTY, the party failing to comply with any such requirements shall pay full compensation for all reasonable costs incurred by the COUNTY.

18.0 INSURANCE REQUIREMENTS FOR CITY OF LA MIRADA

18.1 Insurance: The CITY, at its sole option, may satisfy all or any part of this insurance requirement, through use of a program of self-insurance (self-funding of its liabilities) or through the CITY's participation in the California Joint Powers Insurance Authority (CJPIA). Certificate evidencing coverage or letter evidencing coverage will be provided to the COUNTY after execution of this Agreement at the COUNTY's request.

18.2 INSURANCE REQUIREMENTS ALL CONTRACTORS

18.2.1 General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) and endorsed to name the CITY and COUNTY as an additional insured, with limits of not less than the following:

General Aggregate: \$5 million

Products/Completed Operations Aggregate: \$5 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$2 million

18.2.2 Automobile Liability insurance (written on ISO form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident and providing coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

18.2.3 Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If the Contractor or General Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the COUNTY as the Alternate Employer, and the endorsement form shall be modified to provide that COUNTY will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Architect's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

18.2.4 Professional Liability Insurance if required by subsequent agreements related to the architect of the implementation of this agreement shall cover liability arising from any error, omission, negligent or wrongful act in the performance of professional services by any Contractor its officers or employees, with limits of not less than \$1 million per occurrence and \$2 million aggregate. The coverage shall also provide an extended two-year reporting period commencing upon termination or cancellation of this Agreement.

18.3 INSURANCE DURING PERIODS OF CONSTRUCTION

18.3.1 General Liability Insurance: For Contractor such insurance shall be written on a form providing coverage no less broad than the most recent Insurance Services Office (ISO) Occurrence Commercial General Liability Form including but not limited to coverage for (a) independent contractors, completed operations, (b) blanket contractual liability, and (c) explosion, collapse, and underground hazards with limits of at least:

\$5 million General Aggregate

\$5 million Products Completed Operations Aggregate

\$1 million Personal and Advertising Injury

\$2 million Each Occurrence

To the extent there is an overlap in coverage for professional services between General Liability Insurance and Professional Liability Insurance required under this contract, such policies shall be endorsed so as to coordinate and afford the maximum limits of protection of the two policies.

The Products and Completed Operations coverage shall remain in full force and effect for at least three (3) years after final acceptance of the Project by the CITY.

18.3.2 Automobile Liability. For Contractor such coverage shall be written on ISO policy form CA 00 01 or its equivalent with limits of not less than \$1 million each accident. Such insurance shall include coverage for all "owned," "hired," and "non-owned" automobiles, or coverage for "any auto."

18.3.3 Professional Liability Insurance. Such insurance shall cover liability arising from any error, omission, negligent or wrongful act in the performance of professional services by the Contractor, its officers or employees, with limits of not less than \$1 million per occurrence and \$2 million aggregate. The coverage shall also provide an extended two-year reporting period commencing upon termination or cancellation of this Agreement.

18.3.4 Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1

million per accident. If the Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the CITY and/or COUNTY as the Alternate Employer, and the endorsement form shall be modified to provide that CITY and/or COUNTY will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

- 18.3.5 Builders Risk Course of Construction Insurance Such coverage shall insure against damage from perils no less broad than those covered by the Causes-of-Loss Special Form (ISO form CP 10 30), and be endorsed to include coverage for flood, ordinance or law coverage, coverage for temporary off-site storage, debris removal, pollutant cleanup and removal, preservation of property, excavation costs, landscaping, shrubs and plants and full collapse coverage during construction (without restricting collapse coverage to specified perils or design error exclusion). Such insurance shall be extended to include boiler & machinery coverage for air conditioning, heating and other equipment during testing.

The coverage limit shall be one hundred percent (100%) of the completed-value of the work to be completed under this Agreement. Coverage shall be on a replacement cost basis, including any County-furnished materials and equipment, against loss or damage until completion and acceptance by County.

- 18.3.6 Asbestos or Pollution Abatement Liability Insurance: If construction requires remediation of asbestos or pollutants. Such insurance shall cover liability for personal injury and property damage arising from the release, discharge, escape, dispersal, or emission of asbestos or pollutants, whether gradual or sudden, and include coverage for the costs and expenses associated with voluntary clean-up, testing, monitoring, and treatment of asbestos or pollutants in compliance with governmental mandate or requests. If the asbestos or pollutant will be removed from the construction site, asbestos or pollution liability is also required under the Contractor's or its subcontractor's Automobile Liability Insurance. Contractor shall maintain limits of not less than \$4 million per occurrence/\$4 million aggregate.

Hazardous waste shall be manifest under the COUNTY's generator ID number.

18.3.7 Contractors Pollution Liability: Contractor and all subcontractors shall be covered for pollution liability, including cleanup arising from the handling, application or other release of pollution from operation under this contract. Coverage shall be for sudden and accidental occurrences with limit no less than \$4 million per occurrence/\$4 million aggregate.

18.4 BONDS (Contractor)

18.4.1 Performance Security Requirements: Prior to execution of the Construction Contract, the Contractor shall file surety bonds with the CITY in the amounts and for the purposes noted below, and on bond forms provided by the County. All bonds issued in compliance with the Construction Contract shall be duly executed by a solvent surety company that is authorized by the State of California, is listed in the U.S. Department of Treasury's Listing of Approved Sureties (Annual Circular 570) and is satisfactory to the County, and it shall pay all premiums and costs thereof and incidental thereto. (see <http://www.fms.treas.gov/c570/>)

18.4.2 Materials and Labor Bond (Payment Bond): Shall be in the sum of not less than 100% of the contract price to assure the payment of claims of material men supplying materials to the Contractor, design professionals, subcontractors, mechanics, and laborers employed by the Contractor on the Construction Work. This bond shall be so conditioned as to inure to the benefit of persons furnishing materials for or performing labor upon the Construction Work. This bond shall be maintained by the Contractor in full force and effect until the Construction Work is completed and accepted by the County, and until all claims for design services, materials, labor, and subcontracts are paid.

18.4.3 Bond for Faithful Performance: Shall be in the sum of not less than 100% of the contract price to assure the faithful performance of the Agreement. This bond shall be so conditioned as to assure the faithful performance by the Contractor of all Construction Work under the Construction Contract, within the time limits prescribed, including any maintenance and warranty provisions, in a manner that is satisfactory and acceptable to the COUNTY and CITY, that all materials and workmanship supplied by the Contractor will be free from original or developed defects, and that should original or developed defects or failures appear within a period of one year from the date of acceptance of the Construction Work by the

COUNTY and CITY, the Contractor shall, at Contractor's own expense, make good such defects and failures and make all replacements and adjustments required, inclusive of any required design services, within a reasonable time after being notified by the COUNTY to do so, and to the approval of the COUNTY. This bond shall be maintained by the Contractor in full force and effect during the performance of the Construction Work of the Construction Contract and for a period of two year after acceptance of the Construction Work by the COUNTY.

18.4.4 The bonds shall meet the additional following conditions:

18.4.4.1 Each bond shall be signed by both the Contractor (as Principal) and the surety.

18.4.4.2 Should any surety or sureties upon said bonds or any of them become insufficient or be deemed unsatisfactory by the COUNTY, the Contractor shall replace said bond or bonds with good and sufficient sureties within ten days after receiving notice from the County that the surety or sureties are insufficient or unsatisfactory. Should any surety or sureties be deemed insufficient or unsatisfactory, no payment(s) shall be deemed due or will be made under the Construction Contract until the new sureties shall qualify and be accepted by the COUNTY.

18.4.5 The COUNTY understands and acknowledges that the CITY is a public entity and is a member of the California Joint Powers Insurance Authority, pursuant to a joint powers agreement, in place of maintaining regular policies of insurance. The CITY represents that such status constitutes satisfactory compliance with the COUNTY'S insurance requirements, and COUNTY accepts such representation. In the event the CITY decides to change its insurance status, the CITY agrees to provide the COUNTY with thirty (30) days advance written notice of the effective date of this change in status. Thereafter, the CITY agrees to provide the COUNTY with appropriate evidence of insurance coverage(s).

19.0 TERMINATION

This Agreement may be terminated by CITY or COUNTY for the convenience of either party. This Agreement may also be terminated by either party as a result of the default by the other party of its obligations under this Agreement. If terminated by CITY for convenience, CITY shall provide a full accounting of all funds expended pursuant to this Agreement, and shall return all unexpended

COUNTY funds to COUNTY. If terminated by COUNTY for convenience, COUNTY will reimburse CITY for any out of pocket expenses incurred as a result.

19.1 Notice of termination shall be given in writing and shall be complete when delivered to the recipient (whether accepted or rejected) after deposit in the United States mail in a sealed envelope with postage paid and directed to CITY or COUNTY at the address in Section 35.0, Notices, herein.

20.0 TRANSFERS

CITY acknowledges that the rights conferred herein are personal to CITY and do not operate to confer on or vest in CITY any title, interest, or estate in the La Mirada Library, the Project or any part thereof, and therefore, CITY shall not assign, hypothecate or mortgage the La Mirada Library or any portion thereof, by, through, or pursuant to this Agreement.

21.0 NONDISCRIMINATION

CITY certifies and agrees that all persons employed by CITY and/or by the affiliates, subsidiaries, or holding companies thereof are and shall be treated equally without regard to or because of race, ancestry, national origin, or sex, and in compliance with all Federal and State laws prohibiting discrimination in employment, including, but not limited to, the Federal Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; the State Fair Employment Practices Act; and the Americans with Disabilities Act.

22.0 DEFAULT

CITY agrees that if CITY is in default of any of the covenants, terms and conditions contained herein, COUNTY may terminate this Agreement. Notwithstanding any provision to the contrary, CITY shall not be in default and COUNTY may not terminate the Agreement if: (a) CITY cures the default within the thirty (30) days after notice is given, or (b) the default cannot reasonably be cured within the thirty (30) days after notice is given, but CITY reasonably commences to cure the default within the thirty (30) day period and diligently and in good faith continues to cure the default to completion.

23.0 WAIVER

23.1 Any waiver by either party or any breach of any one or more of the covenants, terms and conditions contained herein shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, term or condition, nor shall failure on the part of either party to require exact, full and complete compliance with any of the covenants, terms or condition be construed as in any manner changing

the terms of this Agreement or stopping either party from enforcing the full provisions hereof.

- 23.2 No option, right, power, remedy, or privilege of either party shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options and remedies given either party by this Agreement shall be cumulative.

24.0 ENFORCEMENT

The County Librarian shall be responsible for the enforcement of this Agreement on behalf of COUNTY and shall be assisted therein by those officers, employees, or committees of COUNTY having duties in connection with the administration thereof.

25.0 SOLICITATION OF CONSIDERATION

- 25.1 It is improper for any COUNTY officer, employee or agent to solicit consideration, in any form, from CITY with the implication, suggestion or statement that CITY's provision of consideration may secure more favorable treatment for CITY in the award of the Agreement or that CITY's failure to provide such consideration may negatively affect COUNTY's consideration of CITY's submission. CITY shall not offer to or give either directly or through an intermediary, consideration, in any form, to a COUNTY officer, employee or agent for the purpose of securing favorable treatment with respect to the issuance of an Agreement.
- 25.2 CITY shall immediately report any attempt by a COUNTY officer, employee or agent to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the County Auditor-Controller Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such solicitation may result in the Agreement being terminated.

26.0 CONFLICT OF INTEREST

No COUNTY employee whose position in COUNTY service enables him/her to influence obtaining or awarding any lease, license or permit, and no spouse or economic dependent of such employee, shall be employed in any capacity by CITY herein, or have any other direct or indirect financial interest resulting from this Agreement.

27.0 SIGNATURE AUTHENTICITY CLAUSE

The individual(s) executing this Agreement hereby personally covenants, guarantees and warrants that he/she has the power and authority to obligate CITY to the terms and conditions in this Agreement. CITY shall sign this

Agreement and return it to COUNTY for approval. Upon approval, a signed original will be mailed to CITY.

28.0 INTERPRETATION

Unless the context of this Agreement clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

29.0 GOVERNING LAW AND FORUM

This Agreement shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this Agreement shall be conducted in the courts of Los Angeles County, State of California.

30.0 ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties hereto, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both COUNTY and CITY. In the event of any conflict between any provision of this Agreement and any exhibit made a part thereof, the provisions of this Agreement shall govern.

31.0 CONSTRUCTION OF TERMS

This Agreement is jointly prepared by COUNTY and CITY. Therefore, this Agreement shall not be construed against any party on the basis such party drafted this Agreement or any provision within it.

32.0 SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, then upon written agreement of the parties' representatives, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

33.0 FORCE MAJEURE

The respective duties and obligations of the parties pursuant to this Agreement shall be suspended while and so long as performance is prevented or impeded by strikes, disturbances, riots, fire, severe weather, government action, war acts, acts of God, or any other cause similar or dissimilar to the foregoing which are beyond the control of the party from whom the affected performance was due.

34.0 EXECUTION

This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be original, but altogether shall constitute but one and the same agreement, and it is also understood and agreed that separate counterparts of this agreement may be separately executed by COUNTY and CITY, all with the same full force and effect as though the same counterpart has been executed simultaneously by both COUNTY and CITY.

35.0 NOTICES

Any notice required to be given under the terms of this Agreement or any law applicable thereto may be placed in a sealed envelope, with postage paid, addressed to the person on whom it is to be served, and deposited in a post office, mailbox, sub post office, substation, mail chute, or other like facility regularly maintained by the United States Postal Service. The address to be used for any notice served by mail upon CITY shall be:

Anne Haraksin, Deputy City Manager
City of La Mirada
13700 La Mirada Boulevard
La Mirada, CA, 90637-0828

or such other place as may hereinafter be designated in writing to COUNTY by CITY. Notice served by mail upon COUNTY shall be addressed to:

Clerk of the Board of Supervisors
Kenneth Hahn Hall of Administration, Room 383
500 West Temple Street
Los Angeles, CA 90012

With copies to: County of Los Angeles Public Library
Attention: County Librarian
7400 East Imperial Highway, Room 201
Downey, CA 90242

or such other place as may hereinafter be designated in writing to CITY by COUNTY. Service by mail shall be deemed complete upon deposit in the above-mentioned manner.

COUNTY and CITY may, in writing, authorize their on-site representative to accept any or all of the aforementioned notices by personal delivery or service.

36.0 GREEN INITIATIVES

CITY and COUNTY shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits in the design of the Project.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below.

CITY OF LA MIRADA	COUNTY OF LOS ANGELES
<hr/>	<hr/>
Jeff Boynton City Manager	Margaret Donnellan Todd County Librarian
Dated: <hr/>	Dated: <hr/>
ATTEST:	
<hr/>	
Anne Haraksin, City Clerk	APPROVED AS TO FORM:
APPROVED AS TO FORM:	Mark J. Saladino County Counsel
<hr/>	By <hr/>
James L. Markman, City Attorney	Jill M. Jones Deputy County Counsel

**LA MIRADA LIBRARY RENOVATION PROJECT
SCOPE OF WORK**

ARCHITECTURAL AND ENGINEERING SERVICES

1. LIBRARY CONSULTANT

The Architect shall retain the services of a Library Consultant to be approved by the COUNTY to provide programming, design development assistance, library consulting, community meetings, review of furniture and equipment and coordination services.

2. PRE-DESIGN SERVICES

In the Pre-design Phase, CITY and the Architect shall provide those services necessary for the Architect to assist CITY in establishing program and the financial and time requirements and limitations for the Project prior to beginning design. The following descriptions shall be as follows:

2.1 Agency Consulting/Review/Approval services consisting of predesign activities including:

- Agency consultations
- Research of critical applicable regulations
- Planning boards
- County agencies
- Regional agencies

2.2 Programming services required to establish detailed requirements for the Project:

- Program and space plan validation
- Design objectives, limitations and criteria
- Space relations
- Number and functional responsibilities of personnel
- Flexibility and expandability
- Site requirements
- Meetings with users (at minimum, 4 meetings)

2.3 Existing Facility Surveys services consisting of researching, assembling information for the existing facility in conjunction with a new building program including:

- Analysis of existing structural capabilities
- Analysis of existing mechanical and plumbing capabilities
- Analysis of existing electrical capabilities
- Analysis of access and Americans with Disability Act (ADA) requirements

- Review of existing drawings for critical inaccuracies, and the development of electronic As-Built drawings in AutoCAD, PDF formats (current software versions), based on field measurements. The drawings produced will be limited to the following:
 - Library Architectural Floor plan
 - Library Architectural Reflected Ceiling plan(s)
 - Library Architectural Roof plan
 - Library Interior Elevations
 - Library Electrical and Voice/Data Plan

2.4 **Project Development Scheduling** services during the Predesign Phase consisting of establishing a tentative schedule for predesign services, decision-making, design, documentation, contracting and construction, based on determination of Architect's services, the CITY's responsibilities and proposed design and construction procedures.

2.5 **Project Budgeting** services relating to development of a Predesign Phase Statement of Probable Construction Cost based on:

- Three conceptual design options
- Select structural, mechanical, plumbing and electrical systems upgrades to the existing facility based upon findings
- Evaluation of construction market conditions
- Application of unit cost data to gross areas

2.6 **Presentations** (at minimum, 4) consisting of the generation of a written report of the analysis of three (3) options with justification for the recommended option. Presentations of Predesign Phase analyses and recommendations by the Architect will be made to the following client representatives:

- City Council
- Community Groups
- Board of Supervisors
- Public Library

3. **SCHEMATIC DESIGN SERVICES**

In the Schematic Design Phase, CITY and the Architect shall provide those services designated necessary to prepare Schematic Design Documents consisting of drawings and other documents illustrating the general scope, scale and relationship of Project components for approval by CITY and COUNTY or on program requirements provided by CITY and reviewed and agreed upon by COUNTY and the Architect. The following descriptions shall be as follows:

- 3.1 **Architectural Design/Documentation** services during the Schematic Design Phase responding to program requirements and consisting of preparation of:
- Conceptual building plans
 - Preliminary sections and elevations
 - Preliminary selection of building systems and materials
 - Development of approximate dimensions, areas and volumes
 - Perspective sketch(s)
 - Preliminary Code Analysis of selected design option
 - Analysis of access and ADA requirements
 - Meetings with users (at minimum, 4 meetings)
- 3.2 **Structural Design/Documentation** services during the Schematic Design Phase consisting of recommendations regarding basic structural materials and systems, analyses and development of conceptual design solutions for:
- Recommendations on structural upgrades for compliance with current codes.
- 3.3 **Mechanical Design/Documentation** services during the Schematic Design Phase consisting of consideration of recommended additive systems and equipment, and development of conceptual design solutions for:
- Energy conservation
 - Heating and ventilating
 - Air conditioning
 - Plumbing
 - Fire protection
- 3.4 **Electrical Design/Documentation** services during the Schematic Design Phase consisting of consideration of alternate systems, recommendations regarding basic electrical materials, systems and equipment, analyses, and development of conceptual design solutions for:
- Power service and distribution
 - Lighting
 - Photometric analysis of the entire library based on the proposed lighting design
 - Telephones
 - Fire detection and alarms
 - Security systems
 - Electronic communications
 - Low Voltage

- 3.4.1 All Low Voltage systems design must be in full compliance with the Public Library's Low Voltage Specifications, Exhibit C.
- 3.5 **Interior Design/Documentation** services during the Schematic Design Phase consisting of space allocations and utilization plans based on functional relationships, consideration of alternate materials, systems and equipment and development of conceptual design solutions for architectural, mechanical, electrical and equipment requirements in order to establish:
- Partition locations
 - Furniture and equipment layouts
 - Image boards, colors boards
 - Preparation of furniture and equipment specifications
 - Coordination for installation of furniture and equipment
- 3.6 **Materials Research/Specifications** service during the Schematic Design Phase consisting of:
- Identification of potential architectural materials, systems and equipment and their criteria and quality standards consistent with the conceptual design
 - Investigation of availability and suitability of alternative architectural materials, systems and equipment
 - Coordination of similar activities of other disciplines
- 3.7 **Project Development Scheduling** services during the Schematic Design Phase consisting of reviewing and updating previously established Project Schedules or initial development of Project schedules (if not previously established) for decision-making, design, documentation, contracting and construction.
- 3.8 **Statement of Probable Construction Cost** services during the Schematic Design Phase consisting of development of a probable construction cost range for the Project based on the selected schematic design option, current and historic area, volume, or other unit costs, expected Project delivery process, and appropriate contingencies.
- 3.9 **Presentation** services consisting of a presentation of Schematic Design Documents by the Architect to the Public Library, Board of Supervisors, CITY Council and community groups.
- 3.10 **Civic Art Coordination** services consisting of working with artist (s) pre-selected by the COUNTY to incorporate an exterior Civic Art component into the project in accordance with the COUNTY's Civic Art Policy.

4. **FURNITURE & EQUIPMENT**

- 4.1 Develop furniture and equipment options and estimated costs for review and approval by the COUNTY.
- 4.2 Prepare furniture and bid specifications, to be approved by the COUNTY for use by the CITY in the acquisition of furniture and equipment to be submitted in both Word and PDF formats with four (4) hard copies.
- 4.3 Assist CITY and COUNTY representatives in reviewing furniture and equipment bids.
- 4.4 Coordinate the installation of furniture and equipment in conjunction with CITY and COUNTY representatives and Library Consultant.

5. **CONSTRUCTION DOCUMENTS SERVICES**

In the Construction Documents Phase, the Architect shall provide those services designated necessary to prepare, from the approved Schematic Design Development documents, for approval by the CITY and COUNTY, Construction Documents consisting of Drawings, Specifications and other documents setting forth in detail the requirements for construction of the Project and bidding and contracting for the construction of the Project. The following descriptions shall apply to those services assigned as the responsibility of the Architect.

- 5.1 **Architectural Design/Documentation** services during the Construction Documents Phase consisting of preparation of Drawings based on approved Design Development Documents setting forth in detail the architectural construction requirements for the Project.
- 5.2 **Mechanical Design/Documentation** services during the Construction Documents Phase consisting of preparation of final mechanical engineering calculations, Drawings and Specifications based on approved Design Development documents, setting forth in detail the mechanical construction requirements for the Project.
- 5.3 **Electrical Design/Documentation** services during the Construction Documents Phase consisting of preparation of final electrical engineering calculations, Drawings and Specifications based on approved Design Development Documents, setting forth in detail the electrical construction requirements for the Project. Low voltage systems design must be reviewed and approved by the County's Internal Services Department (ISD).
- 5.4 **Interior Design/Documentation** services during the Construction Documents Phase consisting of preparation of Drawings, Specifications and furnishings, furniture and equipment schedules based on approved

Design Development documents, setting forth in detail the requirements for interior construction and for furniture, furnishings and equipment for the Project.

5.5 **Jurisdictional Approval** services during the Construction Documents Phase consisting of obtaining required Jurisdictional approvals and documentation prior to the Bidding Phase.

5.6 **Materials Research/Specifications** during the Construction Documents Phase consisting of activities of in-house architectural personnel in:

- Assistance to the CITY in development and preparation of bidding documents which describe the time, place and conditions of bidding, bidding forms, and the forms(s) of agreement between the CITY and General Contractor(s).
- Assistance to the CITY in development and preparation of the Conditions of the Contract (General, Supplementary, and other Conditions).
- Development and preparation of architectural Specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.
- Coordination of the development of Specifications by other disciplines.
- Compilation of Project Manual including Conditions of the Contract, Bidding Documents and Specifications.
- Presentation services consisting of presentations of Construction Documents and special presentation graphics by the Architect to the CITY Council.

6. **BIDDING OR NEGOTIATIONS SERVICES**

In the Bidding or Negotiations Phase, the Architect, following the CITY's approval of the Construction Documents and of the most recent Statement of Probable Construction Cost, shall provide those services designated necessary for the Architect to assist the CITY in obtaining bids or negotiated proposals and in awarding and preparing contracts for construction. In the case of phased construction, the CITY may authorize bidding and/or negotiation of portions of the Construction Work prior to completion of the Construction Documents Phase. The following descriptions shall apply to those services assigned as the responsibility of the Architect.

6.1 **Bidding Materials** services consisting of organizing and handling Bidding Documents for:

- Coordination.
- Reproduction.

- Completeness review.
- Distribution.
- Distribution records.
- Retrieval.
- Receipt and return of document deposits.
- Review, repair and reassembly of returned materials.

6.2 **Addenda** services consisting of preparation and distribution of Addenda as may be required during bidding or negotiation and including supplementary Drawings, Specifications, instructions and notice(s) of changes in the bidding schedule and procedure.

6.3 **Bidding/Negotiations** services consisting of:

- Assistance to the CITY in establishing a list of Bidders or proposers.
- Prequalification of Bidders or proposers.
- Participation in pre-bid conferences.
- Responses to questions from Bidders or proposers and clarifications or interpretations of the Bidding Documents.
- Attendance at bid opening(s).
- Documentation and distribution of bidding results.

7. **CONSTRUCTION CONTRACT ADMINISTRATION SERVICES**

In the Construction Contract Administration Phase, the Architect shall provide those services designated necessary for the administration of the construction contract as set forth in the General Conditions of the Contract for Construction. Unless otherwise provided in the Scope of Services, the Architect's duties and responsibilities during construction shall be as set forth in the agreement between CITY and Architect for Designated Services. The following descriptions shall apply to those services assigned as the responsibility of the Architect.

7.1 **Office Construction Administration** services consisting of:

- Processing of submittals, including receipt, review of, and appropriate action on Shop Drawings, Product Data, Samples and other submittals required by the Contract Documents.
- Distribution of submittals to CITY, COUNTY, General Contractor Library Consultant, and/or Architect's field representative as required.
- Maintenance of master file of submittals.
- Evaluation of requests of information.
- Evaluation of change order requests.
- Related communications.

7.2 **Construction Field Observation** services consisting of visits to the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Construction Work and to

determine in general if the Construction Work is proceeding in accordance with the Contract Documents, and preparing related reports and communications. Site visits are based on (one visit every week) for a period of twelve (12) months. The schedule for the weekly construction meeting will be mutually approved by the CITY and the COUNTY.

7.3 **Project Closeout** services initiated upon notice from the General Contractor(s) that the Construction Work, or a designated portion thereof which is acceptable to the CITY, is sufficiently complete, in accordance with the Contract Documents, to permit occupancy or utilization for the use for which it is intended, and consisting of:

- A detailed review with CITY and COUNTY representatives for conformity of the Construction Work to the Contract Documents to verify the list submitted by the General Contractor(s) of items to be completed or corrected.
- Determination of the amounts to be withheld until final completion.
- Securing and receipt of consent of surety or sureties, if any, to reduction in or partial release of retain age or the making of final payments(s).
- Issuance of Certificate(s) of Substantial Completion.
- Review upon notice by the General Contractor(s) that the Construction Work is ready for final review and acceptance.
- Notification to the CITY and General Contractor(s) of deficiencies found in follow-up review, if any.
- Final review with CITY and COUNTY representatives to verify final completion of the Construction Work.
- Receipt and transmittal of warranties, affidavits, receipts, releases and waivers of lien or bonds indemnifying the CITY and COUNTY against liens.
- Securing and receipt of consent of surety or sureties, if any, to the making of final payments(s).
- Issuance of final Certificate(s) for Payment.
- Within 90 days after Substantial Completion of the Tenant Improvements and receipt from the Contractor of all field changes, Architect shall submit sets of conformed plans ("as-built") incorporating, in accordance with standard industry custom and practice, field changes made and changes and/or revisions that have been made subsequent to the submission of the Final Plans. Such "as-built" or "record documents" shall be submitted on a DVD disk in AutoCAD 2011 (or latest version) and PDF formats, along with three sets of drawings and conformed specifications in Word and PDF formats on a CD-ROM disk.

8. **DELIVERABLES**

The preceding description(s) of services generally describe the activities associated with executing each phase of the work. The necessity for, and the extent to which the Architect and Architect's consultants must commit time and resources to, any specific activity will vary depending on the needs of the Project. Consequently, these descriptions do not represent a list of 'Deliverables'.

8.1 **Meetings:** Where the maximum number of meetings to be included in Architect's services are specified herein, Architect and Architect's consultants agree to attend, and participate in, as many meetings as specified as part of the Basic Services. Meetings in excess of those specified will be billed as Additional Services. Meetings, however, shall not be prorated and Architect's fee shall not be reduced should fewer than the specified number of meetings be necessary in order for Architect and Architect's consultants to complete the professional services of this Agreement.

8.2 **Consultation and Coordination:** All consultations and coordination not associated with specific meetings shall be conducted at the sole discretion of the Architect and Architect's consultants and only as necessary for the Architect and Architect's consultants to complete the professional services of this Agreement.

8.3 **Documents:** Documents described in the preceding description(s) of services shall be provided as appropriate for the needs of the Project and to a level of detail consistent with the standard of practice for this type of project and for the geographical area and regulatory jurisdiction(s) in which the Project is located.

9. **PROJECT ASSUMPTIONS**

- Total Project budget is currently at \$4,000,000 (hard and soft costs).
- CITY to provide Site boundary survey (if required).
- Exterior site work is excluded with the exception for those which may be related to ADA barrier removals, civic art, and construction related cleaning.

**LA MIRADA LIBRARY RENOVATION PROJECT
ARCHITECT'S PROJECT BUDGET**

SAMPLE

Lump Sum Architect's Fee, including Reimbursables \$_____

Contingency Allowance (15%) \$_____

TOTAL \$_____

*FINAL ARCHITECT'S PROJECT BUDGET WILL BE
ESTABLISHED FOLLOWING THE
SOLICITATION AND AWARD OF
THE ARCHITECT AGREEMENT*

**LA MIRADA LIBRARY RENOVATION PROJECT
PUBLIC LIBRARY LOW VOLTAGE SPECIFICATIONS**

County Public Library Low Voltage Specifications will be attached.

**LA MIRADA LIBRARY RENOVATION PROJECT
CONTRACTOR'S SCOPE OF WORK**

Award a construction contract to furnish all tools, equipment, labor and material necessary to perform and complete in a good and workmanlike manner, including the purchase and installation of furnishings, fixtures, and equipment, the

La Mirada Library Renovation Project
13800 La Mirada Boulevard
La Mirada, CA 90638
Specs. No. _____

within the time mutually agreed by the COUNTY and the CITY, as specified in Exhibit F, Project Schedule, and in accordance with Specification _____ of the Public Works Department of the City of La Mirada.

Purchase and install furnishings, fixtures, and equipment.

Complete required Off-Site Improvements.

**LA MIRADA LIBRARY RENOVATION PROJECT
CONSTRUCTION BUDGET**

Construction

Construction Contract	\$
Off-Site Improvements	\$
Construction Change Order	\$
Total Construction	\$

Furnishings, Fixtures and Equipment \$

Total \$

**LA MIRADA LIBRARY RENOVATION PROJECT
PROJECT SCHEDULE**

Award Design Contract	00 / 00/ 00
Schematic Design	
Design Development	
Construction Documents	
Construction Award	
Construction Start Date	
Construction Substantial Completion	
Punch-list, Installation of Furnishings, Fixtures and Equipment, and Move-in	
Re-Opening of Library	
Final Acceptance	

* Actual Completion Date

**LA MIRADA LIBRARY RENOVATION PROJECT
PERSONAL PROPERTY ITEMS LIST**

(To be completed at Substantial Completion)

LA MIRADA LIBRARY RENOVATION PROJECT CONSTRUCTION MANAGER SCOPE OF WORK

Required Services

1. Value Engineering/Final Plan Review

During the final design of the plans and specifications, the Construction Manager (CM) shall review the plans and specifications for the purpose of providing comments prior to finalizing. The CM shall also provide suggestions on areas that will reduce construction costs without affecting the design intent and suggestions that will increase construction efficiency and expedite the schedule. The City expects the successful firm to analyze the plans and specifications and notify the City and County of any potential problems or issues contained therein.

2. Construction Administration

At the beginning of the construction project, the CM shall prepare a project-specific construction management plan containing the specific procedures to be followed for this project. This plan shall include the “chain of command” and the roles and responsibilities for all project team members and define the project tracking and reporting procedures. This construction management plan shall be submitted to the City and County for review and comments.

3. Pre-Construction Conferences

The CM shall plan, schedule and conduct a Pre-construction strategic planning Conference with the Contractor, Equipment Suppliers, Utility Agencies, City, and County staff to review issues pertaining to project implementation and administration. The meeting is not for the purpose of discussion of technical issues.

4. Administer Requests for Information (RFI), Request for Change Orders (RFC), Submittals, & Shop Drawings

The CM shall interpret the contract documents and provide direction to the contractor on issues of a technical and non-technical nature. For issues addressing the design intent, the CM shall consult and coordinate an appropriate response with the City, County representative and project Architect. The CM shall process all RFIs, RFCs, and all submittals. The CM shall ensure that a timely response is provided to the Contractor within the timeframe established in the Project Specifications and that all responses are recorded as part of the project record.

The CM will receive shop drawings from the Contractor, review for general completeness, review for compliance with the contract documents, issue to the Architect, City, and County for subsequent review and promptly provide a

response back to the Contractor. CM shall coordinate appropriate RFIs, Submittals and Shop Drawings with Architect, City, and County.

The CM shall review and provide the City and County a response to all RFCs. The final approval of any RFC shall be made by the City and/or County.

5. Document Tracking

CM shall use an Internet accessible document tracking software to log, track and process all correspondence, submittals, RFCs, cost quotations, change order requests, change orders, claims, progress payment requests, and other documents received at the field office. Access to the system will be provided at no additional cost to City and County staff. The CM will provide training to City and County staff on the operation of the system and access to project documents. At the completion of the project, the master set of project files shall be indexed and distributed to the City and County.

6. Monthly Construction Progress Report

The CM shall provide a detailed monthly progress report to the City and County within the first week of each month. The report shall describe construction progress (including color photos), schedule, and problem areas and proposed resolutions, key activities for the upcoming period, submittal and RFC status, potential change orders, change orders and claims status, progress payment status, construction contract cash flow requirements, and construction management budget status.

7. Conduct Weekly Progress Meetings

The CM shall conduct a weekly on-site progress meeting with the Contractor, subcontractors as appropriate, City Engineer, County and City and County representatives. The scheduling of the weekly meeting will be at a time that is mutually acceptable to the City and County. Meeting minutes prepared by the CM shall be distributed to all participants no later than the following day. Weekly construction progress meetings are required in the construction contract documents.

8. Review of Contractor's CPM Schedule

The CM shall perform a detailed review of the Contractor's baseline CPM schedule to review logic between activities, key activity durations, proper cost loading, and verification of the critical path. This will confirm that all specified construction sequencing and schedule constraints, as well as all submittal, construction, shutdowns and tie-ins, startup and testing, and closeout activities are included for all contract work. The CM shall also review the schedule to check for any logic that places undue burden on the City or County, or the CM

such as accelerated submittal review and need for increased City or CM manpower.

Detailed reviews of the Contractor's monthly schedule update shall be conducted to ensure that actual work progress, based upon the Contractor's and CM's records, is properly incorporated including any approved change order work. The CM shall prepare written recommendations to the City and County on contractor requests for contract time extension.

9. Review Contractor's Progress Payment Requests

The CM shall compare the Contractor's progress payment request to the schedule of values and their own daily and weekly report records to confirm that the requested amounts are consistent. This shall include confirmation of "materials on hand" by checking materials stored on site with paid invoice records. Appropriate contract change order work shall also be confirmed and included. The CM shall then recommend to the City and County the monthly progress payment amount. A copy of the progress payment shall be included in each Monthly Progress Report. All payments require written approval of the City and County and will be issued by the City.

10. Change Order Administration

The CM shall manage the change order process to defend the City and County against unwarranted change orders and to obtain a fair and reasonable price for those items determined to be bona fide extra-work items. Change order requests from the Contractor shall be received and logged along with requests by the City and County and recommendations of the Engineer. The CM will provide the City and County with recommendations on the change order. The City will conduct the final change order negotiations and prepare the final change order documents subject to approval by the County. Changes performed on a time-and-materials basis shall be verified daily by the CM.

In the event of a dispute regarding extra work, the CM shall work with the City, County and Contractor until the issue has been satisfactorily resolved. Issues not resolved shall be tracked as a potential claim. Change order status shall be included in the Monthly Progress Report.

11. Identification of Potential Claims

The CM shall track and manage all extra work items through a tracking system. Any disputed work items unable to be processed as a change order shall be tracked via a potential claims system and every reasonable effort made to resolve the issue.

12. Operation and Maintenance Manuals

The CM will receive and consolidate the Contractor's submittals of equipment operations and maintenance manuals, warranties and guarantees for materials and equipment installed in the project. This effort will be concurrent with the final testing and project closeout phase.

13. Startup and Commissioning Plan & Testing Reports

The CM will coordinate closely with the contractor, equipment vendors and the County's operations staff during development of the Contractor's startup and commissioning plan. This plan will contain a pre-commissioning checklist and a systematic startup procedure, as required by the contract specifications.

14. As Built Drawings

At the completion of each critical phase, the CM shall ensure the contractor completes and submits as-built drawings showing the exact conditions in the field. CM shall verify these conditions are clearly and accurately represented in the as-built drawings submitted by the contractor.

15. Project Closeout

The CM shall supervise and implement the project closeout procedures specified in the Contract Documents. CM shall coordinate to deliver O&M Manuals, training, and securing record drawings (As-built drawings) in accordance with project plans and specifications. Copies will be provided to the City and County.

16. Inspection Services

The County's Building & Safety Division shall inspect and sign-off on any County required building permit.

17. Construction Inspection

The CM's on-site field staff shall thoroughly inspect the work called out in the contract documents and document the Contractor's daily work activities through preparation of daily and weekly inspection reports, and logs. Logs shall include compaction and concrete strength testing records and hydraulic structure, equipment and pipeline testing records. Equipment installation certifications shall be completed for each electrical and mechanical item installed. The equipment and process tests as specified in the construction contract documents shall be closely observed and thoroughly documented. Still photos and video records shall be taken of work progress to document the Contractor's work. All construction activities shall be coded using the CPM schedule activity numbers.

18. General Design, Construction and Consultation Services

In addition to specific responsibilities outlined in the above items, the Consultant will be required to advise the City and County with regard to general construction administration, consulting and advice throughout the process. These tasks may include, but will not be limited to: reviewing and monitoring billing of architects to ensure billing matches progress of the design documents as indicated on such invoices; assisting the City and County in maintaining and updating the project budget with regard to contingencies and owner-budgeted items such as furniture, fixtures and equipment (FF&E), soft costs, etc. and; producing, compiling and gathering information, documents and reports which are periodically required during the various phases of construction.

19. Coordination of Furniture, Fixtures, & Equipment

The CM will coordinate with the architect and the County on FF&E for the new library. Tasks related to this include selection of FF&E, coordination with the architect to obtain samples for City and County review, participation at related meetings, obtaining of County approval of FF&E items, review of shop drawings, preparation of purchase documentation, coordination with the general contractor on related site work, acceptance of deliveries, coordination of installation, and creation and resolution of any punchlist items.

20. Final Inspection

To confirm the satisfactory completion of all contract and change order work, CM's inspection staff shall perform a final project walk through with the City and County to prepare the final punch list. Any items remaining from preliminary punch lists and logs of nonconforming work shall be added. Each punch list item shall be signed off by one of the inspection staff and Contractor as it is satisfactorily completed. CM shall prepare an estimate of the value of the punch list work so that any items the Contractor does not complete can be deducted from the final payment due the Contractor, in accordance with the Contract Documents.



LEASE AGREEMENT

BETWEEN

THE COUNTY OF LOS ANGELES

AND

THE CITY OF LA MIRADA

FOR THE

LA MIRADA LIBRARY RENOVATION PROJECT

**LEASE AGREEMENT BETWEEN
THE COUNTY OF LOS ANGELES AND THE CITY OF LA MIRADA
FOR THE LA MIRADA LIBRARY RENOVATION PROJECT**

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**LEASE AGREEMENT BETWEEN
THE COUNTY OF LOS ANGELES AND THE CITY OF LA MIRADA
FOR THE LA MIRADA LIBRARY RENOVATION PROJECT**

THIS AGREEMENT (hereinafter "Agreement" or "Lease") is made and entered into this _____ day of _____, 20____

BY AND BETWEEN

The **COUNTY OF LOS ANGELES**, a body corporate and politic and a political subdivision of the State of California, (hereinafter "COUNTY")

AND

The **CITY OF LA MIRADA**, a municipal corporation, (hereinafter "CITY").

RECITALS

WHEREAS, the COUNTY is the owner of certain real property known as the La Mirada Library, at 13800 La Mirada Boulevard, La Mirada , CA 90638 ("La Mirada Library" or "Library") and the COUNTY is desirous of renovating the Library to benefit the residents of the CITY; and

WHEREAS, the CITY is willing to assist in the renovation of the La Mirada Library and to accomplish this, the COUNTY, by this Agreement, will lease the La Mirada Library to the CITY, and the CITY will cause said renovation to be performed and, upon completion and acceptance by the COUNTY, the CITY will return the La Mirada Library to the COUNTY; and

WHEREAS, Section 25371 of the Government Code authorizes the COUNTY and CITY to enter into this Agreement; and

WHEREAS, on _____, 2015, the COUNTY and the CITY entered into Agreement Number PL-LAM-01 to provide architectural and construction services for the La Mirada Library Renovation Project (Project); and

WHEREAS, this lease performs a public purpose for both the CITY and the COUNTY.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto and each of them, do agree as follows:

1. DEFINITIONS

Unless the context otherwise requires, the terms defined in this section shall, for the purposes of this Agreement, have the meaning herein specified:

- 1.01 Board. "Board" means the Board of Supervisors of the County of Los Angeles.
- 1.02 Public Library. "Public Library" means the County of Los Angeles Public Library, a County Department, 7400 E. Imperial Highway, Downey, CA 90242.
- 1.03 Work. "Work" or "Project" means the construction of improvements, and the installation of furnishings, fixtures and equipment generally known as the renovation of the Library, to make the same habitable for County of Los Angeles Public Library use, all as set forth in plans and specifications, and other bid documents to be prepared by the CITY for approval of the COUNTY.
- 1.04 County Designated Representative. COUNTY has designated the County Librarian as its sole representative with respect to the matters set forth in this lease who, until further notice to the CITY, shall have the full authority and responsibility to act on behalf of COUNTY as required in this lease and whose address, for purposes of any notices to be given regarding matters pertaining to this lease, is as set forth in Section 33.
- 1.05 City's Designated Representative. CITY has designated the City Manager as its sole representative with respect to the matters set forth in this lease who, until further notice to the COUNTY, shall have the full authority and responsibility to act on behalf of CITY as required in this lease and whose address, for purposes of any notices to be given regarding matters pertaining to this lease, is as set forth in Section 33.

2. USE OF LEASED PREMISES

- 2.01 For and in consideration of the performance of the mutual promises and agreements hereinafter specified, the COUNTY hereby leases to the CITY, and the CITY hires and leases from COUNTY, upon the terms and conditions hereinafter set forth, the La Mirada Library (hereafter "Leased Premises" or "Premises") as shown on Exhibit A, which is attached hereto and incorporated by reference herein.
- 2.02 The Premises shall be used by the CITY for the purpose of completing the Project. During the Term, the Leased Premises shall be available to the CITY and its contractors twenty-four (24) hours a day, seven (7) days a week, for purposes of performing the Work and completing the Project.
- 2.03 The CITY shall make no other alterations or improvements to the Leased Premises without prior written authorization from the COUNTY.

2.04 The CITY accepts the Leased Premises in its present physical condition and agrees to make no demands upon the COUNTY for any improvements or alterations thereof, except as provided in Agreement No. PL-LAM-01.

2.05 The CITY hereby acknowledges the title or other legal right of possession of the COUNTY, or its successors, in and to the Leased Premises and covenants and agrees never to assail, contest or resist said title.

3. TERM

The term of this Agreement shall commence on the date that this Agreement has been executed by both the CITY and the COUNTY and shall terminate 24 hours after the Acceptance Date, as set forth in Section 15, Acceptance of Work.

The County Librarian shall file a copy of this Agreement with the Executive Office of the Board within fifteen (15) days after the execution of this Agreement, or upon earlier termination pursuant to Section 34, Termination.

4. LEASE RENT

The use of the Leased Premises shall be gratis. Consideration for this Agreement shall be the CITY's adherence to the terms and conditions of the Agreement.

5. PROJECT WORK AND LEASED PREMISES RESPONSIBILITY

Until the Acceptance Date of the Work pursuant to Agreement PL-LAM-01, the CITY shall be solely responsible for the Project Work and the Leased Premises with improvements thereon.

For those areas under construction, and subject to such construction, the CITY shall at its own expense manage, maintain, operate and preserve the Leased Premises, and all improvements thereon in good order, condition and repair, reasonable wear and tear being excepted, except as hereinafter set forth.

6. UTILITIES AND GROUNDS MAINTENANCE

The CITY will make arrangements for grounds maintenance or protection of any plantings located within the construction area during the Term of this Agreement provided, however, that the COUNTY shall be responsible to pay the costs thereof.

7. STORAGE

The CITY agrees that the COUNTY may store the contents of the La Mirada Library, including furniture, fixtures and collections, in storage containers to be delivered and placed in the La Mirada Library parking lot.

8. OTHER COUNTY SERVICES

The parties acknowledge that the CITY contracts with the COUNTY for COUNTY engineer and building department services, and that nothing herein contained shall prohibit the CITY from utilizing the services of the Building and Safety Division of the COUNTY's Department of Public Works, pursuant to other contracts between the CITY and the COUNTY, for all of the usual services that the COUNTY would otherwise provide to the CITY during the course of said Work pursuant to the terms of those contracts, including, without limitation, payment of compensation to the COUNTY for such services.

9. CHANGE NOTICES AND AMENDMENTS

9.01 No representative of either the COUNTY or the CITY, including those named in this Agreement, is authorized to make changes to any of the terms, obligations or conditions of this Agreement, except through procedures set forth in this Section 9.

9.02 Except as otherwise provided in this Agreement, for any change requested by either party which affects any term or condition included in this Agreement, a negotiated written amendment to this Agreement shall be prepared and executed by the COUNTY and CITY designated representatives.

9.03 The County Librarian has been delegated authority by the Board to execute amendments to this Agreement to amend project schedules, scope of work, and change notices subject to the terms of the architectural and construction services and lease agreements and to exchange project funds with the City that may be necessary to complete the project, so long as such amendments, changes or exchanges do not exceed the project budget.

9.04 Such Amendments shall be authorized under the following conditions:

9.04.01 Amendments shall be in compliance with all applicable Federal, State, CITY and COUNTY laws, rules, regulations, ordinances, guidelines, and directives; and

9.04.02 The COUNTY ensures that such Amendments are approved by COUNTY Counsel.

9.04.03 The CITY ensures that such Amendments are approved by the City Attorney.

10. REPAIR OF DAMAGE

The CITY shall, at the CITY's sole expense, be responsible for the cost of repairing any area of the Leased Premises, which is damaged by the CITY or CITY's agents, or employees, including the repair of low voltage electronic, telecommunications, phone and data cabling and related equipment that is installed by or for the exclusive benefit of the CITY. All repairs and replacements shall: (a) be made and performed by contractors or mechanics approved by the COUNTY, which approval shall not be unreasonably withheld or delayed; (b) be at least equal in quality, value and utility to the original work or installation; and (c) be in accordance with all laws.

11. DAMAGE OR DESTRUCTION

Should the Leased Premises be damaged by fire, incidents of war, earthquake, or other violent action of the elements, the COUNTY shall have the option to terminate this Agreement in its sole and absolute discretion.

12. INDEMNIFICATION

12.01 CITY shall indemnify, defend and hold harmless COUNTY, its Special Districts, elected and appointed officers, employees and agents from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of CITY, its officials, officers, agents or employees, contractors and/or consultants.

12.02 COUNTY shall indemnify, defend and hold harmless City, its trustees, officers, agents, and employees from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of COUNTY, its Special Districts, elected and appointed officers, employees and agents, its contractors and/or consultants.

13. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting CITY's indemnification of COUNTY, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, CITY shall provide and maintain at its own expense insurance coverage satisfying the requirements specified herein. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon CITY pursuant to this Agreement. The COUNTY in no way warrants that the Required Insurance is sufficient to protect the CITY for liabilities which may arise from or relate to this Agreement. Notwithstanding the provisions of this Section 13, the CITY may satisfy all insurance requirements of this Agreement as through self-insurance, as provided in Section 14.

13.01 Evidence of Coverage and Notice to COUNTY

- Certificate(s) of insurance coverage (Certificate) satisfactory to COUNTY, and a copy of an Additional Insured endorsement confirming COUNTY and its Agents (defined below) has been given Insured status under the CITY's General Liability policy, shall be delivered to COUNTY at the address shown below and provided prior to commencing services under this Agreement.
- Renewal Certificates shall be provided to COUNTY not less than 10 days prior to CITY's and/or CITY's contractor's policy expiration dates. The COUNTY reserves the right to obtain complete, certified copies of any required CITY insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the CITY identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any COUNTY required endorsement forms.
- Neither the COUNTY's failure to obtain, nor the COUNTY's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the CITY, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles Public Library
Contracts Services Unit
7400 E. Imperial Highway, Room 221
Downey, CA 90242
Attention: Elsa Muñoz, Contracts Manager

CITY also shall promptly report to COUNTY any injury or property damage accident or incident, including any injury to a CITY employee occurring on COUNTY property, and any loss, disappearance, destruction, misuse, or theft of COUNTY property, monies or securities entrusted to CITY. CITY also shall promptly notify COUNTY of any third party claim or suit filed against CITY which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against CITY and/or COUNTY.

13.02 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively COUNTY and its Agents) shall be provided additional insured status under CITY's General Liability policy with respect to liability arising out of CITY's ongoing and completed operations performed on behalf of the COUNTY. COUNTY and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the CITY's acts or omissions, whether such liability is attributable to the CITY or to the COUNTY. The full policy limits and scope of protection also shall apply to the COUNTY and its Agents as an additional insured, even if they exceed the COUNTY's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

13.03 Cancellation of or Changes in Insurance

CITY shall provide COUNTY with, or CITY's insurance policies shall contain a provision that COUNTY shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to COUNTY at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Agreement, in the sole discretion of the COUNTY, upon which the COUNTY may suspend or terminate this Agreement.

13.04 Failure to Maintain Insurance

CITY's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which COUNTY immediately may withhold payments due to CITY, and/or suspend or terminate this Agreement. COUNTY, at its sole discretion, may obtain damages from CITY resulting from said breach.

13.05 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the COUNTY with A.M. Best ratings of not less than A:VII unless otherwise approved by COUNTY.

13.06 CITY's Insurance Shall Be Primary

CITY's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to CITY. Any COUNTY maintained insurance or self-insurance coverage shall be in excess of and not contribute to any CITY's coverage.

13.07 Waivers of Subrogation

To the fullest extent permitted by law, the CITY hereby waives its rights and its insurer(s)' rights of recovery against COUNTY under all the Required Insurance for any loss arising from or relating to this Agreement. The CITY shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

13.08 Deductibles and Self-Insured Retentions (SIRs)

CITY's policies shall not obligate the COUNTY to pay any portion of any CITY deductible or SIR. The COUNTY retains the right to require CITY to reduce or eliminate policy deductibles and SIRs as respects the COUNTY, or to provide a bond guaranteeing CITY's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

13.09 Claims Made Coverage

If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date shall precede the effective date of this Agreement. CITY understands and agrees it shall maintain such coverage

for a period of not less than three (3) years following expiration, termination or cancellation of this Agreement.

13.10 Application of Excess Liability Coverage

CITY may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

13.11 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

13.12 County Review and Approval of Insurance Requirements

The COUNTY reserves the right to review and adjust the Required Insurance provisions, conditioned upon COUNTY's determination of changes in risk exposures.

13.13 Compensation for COUNTY Costs

In the event that the CITY fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to the COUNTY, the CITY shall pay full compensation for all reasonable costs incurred by the COUNTY.

14. INSURANCE REQUIREMENTS – City of La Mirada's Self Insurance

14.01 Insurance: The CITY, at its sole option, may satisfy all or any part of this insurance requirement, including the requirements of Section 13, through use of a program of self-insurance (self-funding of its liabilities). Certificate evidencing coverage or letter evidencing self-funding will be provided to the COUNTY after execution of this Agreement at the COUNTY's request.

14.01.01 General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) and endorsed to name the COUNTY as an additional insured, with limits of not less than the following:

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$2 million

Personal and Advertising Injury: \$1 million
Each Occurrence: \$1 million

14.01.02 Automobile Liability insurance (written on ISO form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident and providing coverage for all “owned”, “hired” and “non-owned” vehicles, or coverage for “any auto”.

14.01.03 Workers Compensation and Employers’ Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California and for which the CITY is responsible. In all cases, the above insurance shall also include Employers’ Liability coverage with limits of not less than the following:

Each Accident: \$1 million
Disease - policy limit: \$1 million
Disease - each employee: \$1 million

14.02 The COUNTY understands and acknowledges that the CITY is a public entity and is a member of the California Joint Powers Insurance Authority, pursuant to a joint powers agreement, in place of maintaining regular policies of insurance. The CITY represents that such status constitutes satisfactory compliance with the COUNTY’S insurance requirements, and COUNTY accepts such representation. In the event the CITY decides to change its insurance status, the CITY agrees to provide the COUNTY with thirty (30) days advance written notice of the effective date of this change in status. Thereafter, the CITY agrees to provide the COUNTY with appropriate evidence of insurance coverage(s).

15. ACCEPTANCE OF WORK

15.01 “Acceptance” means completion and acceptance of the Project by the County Librarian, including completion of all punch list items, to the satisfaction of the COUNTY. “Acceptance Date” means the date the COUNTY certifies to the CITY, in writing with a copy to the Executive Office of the Board of Supervisors, its acceptance of the Project, without regard to whether the Project is actually occupied by the COUNTY, or whether the CITY has made a final settlement with any contractor who performed the Work.

16. MANAGEMENT, OPERATION, MAINTENANCE, AND UTILITIES

Throughout the Term, COUNTY shall be responsible for all utility costs for the Leased Premises including electrical power, water, and sewer service. After the Acceptance Date, the COUNTY shall have the sole responsibility for paying all costs related to all management, operation, maintenance and repairs, including without limitation thereto, security service, janitorial services, power, light and all other utility services of the Leased Premises. After the Acceptance Date, the CITY shall be relieved of all responsibility under this Agreement for maintaining, insuring or providing security for the Leased Premises.

17. LIENS

The CITY shall keep the Leased Premises free and clear of any and all liens or stop notices resulting from construction performed on the Leased Premises during the term of this Agreement.

18. TITLE TO PROPERTY

Ownership of the improvements to the Leased Premises, including furniture, fixtures, equipment, and collections shall automatically vest in the COUNTY upon the delivery or installation of said improvements, as applicable.

19. TRANSFERS

The CITY acknowledges that the rights conferred herein are personal to the CITY and do not operate to confer on or vest in the CITY any title, interest, or estate in the Leased Premises or any part thereof, and therefore, the CITY shall not assign, hypothecate or mortgage the Leased Premises or any portion thereof, by, through, or pursuant to this Agreement.

20. NON-DISCRIMINATION

The CITY certifies and agrees that all persons employed by the CITY are and shall be treated equally without regard to or because of race, ancestry, national origin, or sex, and in compliance with all Federal and State laws prohibiting discrimination in employment, including, but not limited to, the Federal Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; the State Fair Employment Practices Act; and the Americans with Disabilities Act.

21. DEFAULT

The CITY agrees that if default shall be made in any of the covenants and agreements herein contained to be kept by the CITY, the COUNTY may forthwith revoke and terminate this Agreement, in addition to any of the COUNTY's other rights and remedies provided at law and in equity. Notwithstanding anything to

the contrary contained in this Agreement, the CITY shall not be in default under this Agreement and the COUNTY may not terminate the Agreement if: (1) the CITY cures the default within the thirty (30) days after notice is given, or (2) the default cannot reasonably be cured within the thirty (30) days after notice is given, but the CITY reasonably commences to cure the default within the thirty (30) day period and diligently and in good faith continues to cure the default to completion.

22. WAIVER

22.01 Any waiver by either party of any breach of any one or more of the covenants, conditions, terms and agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or agreement herein contained, nor shall failure on the part of either party to require exact, full and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this Agreement or stopping either party from enforcing the full provisions hereof.

22.02 No option, right, power, remedy, or privilege of either party shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options and remedies given either party by this Agreement shall be cumulative.

23. ENFORCEMENT

The Public Library shall be responsible for the enforcement of this Agreement on behalf of the COUNTY and shall be assisted therein by those officers, employees, or committees of the COUNTY having duties in connection with the administration thereof.

24. SOLICITATION OF CONSIDERATION

24.01 It is improper for any COUNTY officer, employee or agent to solicit consideration, in any form, from the CITY with the implication, suggestion or statement that the CITY's provision of consideration may secure more favorable treatment for the CITY in the award of the Agreement or that the CITY's failure to provide such consideration may negatively affect the COUNTY's consideration of the CITY's submission. The CITY shall not offer to or give, either, directly or through an intermediary, consideration, in any form, to a COUNTY officer, employee or agent for the purpose of securing favorable treatment with respect to the issuance of an Agreement.

24.02 The CITY shall immediately report any attempt by a COUNTY officer, employee or agent to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such solicitation may result in the Agreement being terminated.

25. CONFLICT OF INTEREST

No COUNTY employee whose position in COUNTY service enables him/her to influence obtaining or awarding any lease, license or permit, and no spouse or economic dependent of such employee, shall be employed in any capacity by the CITY herein, or have any other direct or indirect financial interest resulting from this Agreement.

26. SIGNATURE AUTHENTICITY CLAUSE

The individual(s) executing this Agreement hereby personally covenants, guarantees and warrants that he/she has the power and authority to obligate the CITY to the terms and conditions in this Agreement. The CITY shall sign this Agreement and return it to the COUNTY for approval. Upon approval, a signed original will be mailed to the CITY.

27. INTERPRETATION

Unless the context of this Agreement clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

28. GOVERNING LAW AND FORUM

This Agreement shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this Agreement shall be conducted in the courts of the County of Los Angeles, State of California.

29. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties hereto with respect to the subject matter herein, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both the COUNTY and the CITY.

30. CONSTRUCTION OF TERMS

This Agreement is jointly prepared by the COUNTY and the CITY. Therefore, this Agreement shall not be construed against any party on the basis such party drafted this Agreement or any provision within it.

31. SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

32. FORCE MAJEURE

The respective duties and obligations of the parties pursuant to this Agreement shall be suspended while and so long as performance is prevented or impeded by strikes, disturbances, riots, fire, severe weather, government action, war acts, acts of God, or any other cause similar or dissimilar to the foregoing which are beyond the control of the party from whom the affected performance was due.

33. NOTICES

Any notice required to be given under the terms of this Agreement or any law applicable thereto may be placed in a sealed envelope, with postage paid, addressed to the person on whom it is to be served, and deposited in a post office, mailbox, sub post office, substation, mail chute, or other like facility regularly maintained by the United States Postal Service. The address to be used for any notice served by mail upon the CITY shall be:

City of La Mirada
Attn: City Manager
13700 La Mirada Boulevard
La Mirada, CA 90638

or such other place as may hereinafter be designated in writing to the COUNTY by the CITY. Notice served by mail upon the COUNTY shall be addressed to:

Clerk of the Board of Supervisors
Kenneth Hahn Hall of Administration, Room 383
500 West Temple Street
Los Angeles, CA 90012

With copies to:

County of Los Angeles Public Library
Attention: County Librarian
7400 East Imperial Highway, Room 201
Downey, CA 90242

or such other place as may hereinafter be designated in writing to the CITY by the COUNTY. Service by mail shall be deemed complete upon deposit in the above-mentioned manner.

The COUNTY and the CITY may, in writing, authorize their on-site representative to accept any or all of the aforementioned notices by personal delivery or service.

34. TERMINATION

This Agreement may be terminated by CITY or COUNTY for the convenience of either party. This Agreement may also be terminated by either party as a result of an uncured default by the other party of its obligations under this Agreement. If terminated by CITY for convenience, CITY shall provide a full accounting of all funds expended pursuant to this Agreement, and shall return all unexpended COUNTY funds to COUNTY. If terminated by COUNTY for convenience, COUNTY will reimburse CITY for any out of pocket expenses incurred as a result.

Notice of termination shall be given in writing and shall be complete when delivered to the recipient (whether accepted or rejected) after deposit in the United States mail in a sealed envelope with postage paid and directed to CITY or COUNTY at the address in Section 33, Notices, herein.

35. GREEN INITIATIVES

The CITY and COUNTY shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.

/ /

IN WITNESS WHEREOF, the COUNTY and the CITY have executed this Agreement as of day, month and year first above written.

CITY OF LA MIRADA

Jeff Boynton
City Manager

Dated: _____

ATTEST:

_____, City Clerk

APPROVED AS TO FORM:

_____, City Attorney

COUNTY OF LOS ANGELES

Margaret Donnellan Todd
County Librarian

Dated: _____

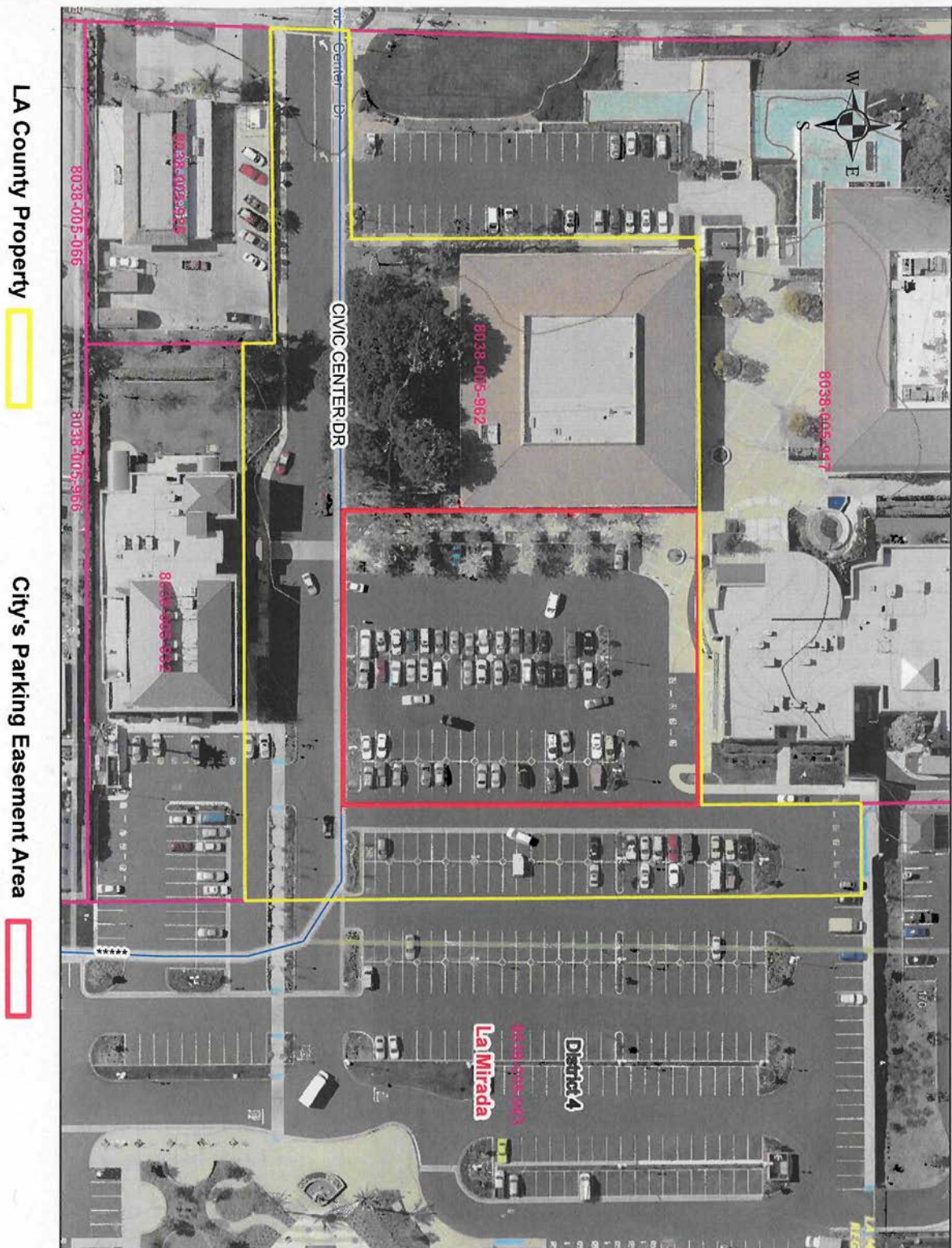
APPROVED AS TO FORM:

Mark J. Saladino
County Counsel

By _____
Jill M. Jones
Deputy County Counsel

**LA MIRADA LIBRARY
LEASED PREMISES**

13800 La Mirada Boulevard, La Mirada, California 90638



PINK

BA FORM 03/13

BOARD OF
SUPERVISORS
OFFICIAL COPY

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPARTMENT OF PUBLIC LIBRARY

DEPT'S. NO. 461

June 11, 2015

AUDITOR-CONTROLLER:

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFOR

FY 2014-15

4 - VOTES

SOURCES

SEE ATTACHMENT

USES

SEE ATTACHMENT

SOURCES TOTAL: \$ 8,000,000

USES TOTAL: \$ 8,000,000

JUSTIFICATION

Reflect the transfers of \$4M of Utility Users Tax/ Enhanced Unincorporated Services Area from East San Gabriel Valley Library (CP 77486) to the Project and Development Budget (10190) to Public Library Operating Budget to fund an architectural and construction services agreement for the La Mirada Library renovation project

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES


AUTHORIZED SIGNATURE [NAME]

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)


ACTING EXECUTIVE OFFICER

REFERRED TO THE CHIEF
EXECUTIVE OFFICER FOR ---


☐ ACTION

☒ RECOMMENDATION

AUDITOR-CONTROLLER

BY

B.A. NO. 217

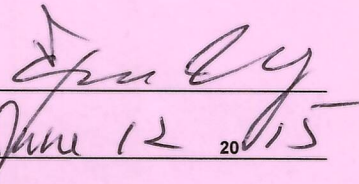

June 11 20 15

☒ APPROVED AS REQUESTED

☐ APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

BY


June 12 20 15

COUNTY OF LOS ANGELES
BUDGET ADJUSTMENT
PUBLIC LIBRARY

FISCAL YEAR 2014-15
4-VOTES

SOURCES

PUBLIC LIBRARY
PL-E. San Gabriel Valley Library (4)
A01-CP-6014-65044-77486
Capital Assets-Building and Improvements \$ 4,000,000
DECREASE APPROPRIATION

PUBLIC LIBRARY
B06-PL-96-9911-41200
Operating Transfers In \$ 4,000,000
INCREASE REVENUE

TOTAL \$ 8,000,000

USES

PROJECT & FACILITY DEVELOPMENT
A01-CF-6100-10190
Other Financing Uses \$ 4,000,000
INCREASE APPROPRIATION

PUBLIC LIBRARY
B06-PL-5500-41200
Other Charges \$ 3,800,000
INCREASE APPROPRIATION

PUBLIC LIBRARY
B06-PL-2000-41200
Services and Supplies \$ 200,000
INCREASE APPROPRIATION

TOTAL \$ 8,000,000

JUSTIFICATION

Reflect the transfers of \$4M of Utility Users Tax/ Enhanced Unincorporated Services Area from East San Gabriel Valley Library (CP 77486) to the Project and Development Budget (10190) to Public Library Operating Budget to fund an architectural and construction services agreement for the La Mirada Library renovation project

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

53 - E JUN 16 2015


PATRICK OGAWA
ACTING EXECUTIVE OFFICER

BA #217

 6/11/15